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SECOND AMENDMENT
TO THE
PERSONAL SERVICES CONTRACT BETWEEN THE STATE OF VERMONT AND OPTUMINSIGHT, INC.

l. **Parties.**   This is a contract for personal services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and OptumInsight, Inc., with a principal place of business at 13625 Technology Drive, Eden Prairie, Minnesota, 55344 (hereafter called "Contractor"). The Contractor's form of business organization is a corporation. The Contractor's local address is 701 Pennsylvania Ave, NW, Washington, DC. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Amended and Restated Contract**.   As of June 9, 2014, the State and the Contractor originally entered into a contract relating to the provision of services generally for Evaluation, Remediation & Operations Support (the "Original Contract"). As of August 15, 2014, the State and the Contractor agreed to amend its Contract. As of September 15, 2014 the State and the Contractor agree to amend and restate the Original Contract to read in whole as set forth in this second amendment to the Original Contract. The parties hereby affirm each of their respective representations and certifications made as of the date of the Original Contract.

3. **Subject Matter.** The subject matter of this contract is personal services for Evaluation and Remediation & Operations Support for the Vermont Health Connect (hereafter called "Contract" or "Agreement"). Detailed services to be provided by the Contractor are described in Attachment A.

4. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed $29,414,237.

5. **Contract Term.** The period of Contractor's performance shall begin on June 9, 2014 and end on January 31, 2015.

6. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this Contract nor any amendment to it is binding until it has been approved by either or both such persons.

    Approval by the Attorney General's Office is required.
    Approval by the DII Chief Information Officer is required.
    Approval by the Secretary of Administration is required.

7. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

8. **Cancellation.** This Contract may be cancelled in three ways. A non-cause termination may occur with thirty (30) days' written notice to either party. A cause termination may occur with thirty (30) days' written notice to either party, provided that the reason for cause remains uncured at the end of thirty (30) days after receipt of such notice. Third, if a governmental agency with due authority determines that a program or facility operated by the Contractor, wherein services authorized under this Contract are provided, is not in compliance with State and Federal law or is operating with deficiencies, the State may terminate this contract immediately and notify the Contractor accordingly.

9. **Attachments.** This Contract consists of 152 pages including the following attachments, which are incorporated herein:
    Attachment A - Specifications of Work to be Performed
            Exhibit I – Form of Task Order
            Exhibit II – Stream 5 State Technical and Functional Requirements
    Attachment B - Payment Provisions
    Attachment C - Customary State Contract provisions
    Attachment D – Modifications of Requirements in Attachment C & F
    Attachment E - Business Associate Agreement
    Attachment F - Customary Contract Provisions of the Agency of Human Services
    Attachment G – Scope of Maintenance and Operations Services

The order of precedence of documents shall be as follows:

1).   This document
2).   Attachment D
3).   Attachment C
4).   Attachment A
5).   Attachment B
6).   Attachment E
7).   Attachment F
8).   Other Attachments (if any)

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY THE STATE OF VERMONT: **BY THE CONTRACTOR:**

_____   _____
ROBERT SKOWRONSKI   DATE   JEAN BENSON, VP FINANCE   Date
312 Hurricane Lane, Suite 201   13625 Technology Drive
Williston, VT 05495-2087   Eden Prairie, MN 55344
Phone: 802-879-5901   Phone: 952-917-7931
Email: Robert.Skowronski@state.vt.us Email: jean.benson@optum.com

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

I. PURPOSE

The Vermont Agency of Health and Human Services' Health and Human Services Enterprise (HSE) is Vermont's next generation of coordinated, integrated and more cost-effective health and human services. Connecting information and promoting collaboration in a service-oriented, person-centric environment will result in improved access to health care and delivery of human services programs available from the State. This in turn will yield better and more cost-effective outcomes for Vermonters. These evolving capabilities will be used to enable the State's emerging strategy for a reformed health care delivery system.

On December 13, 2012 the state entered into a contract with CGI Technologies and Solutions, Inc. (CGI), to perform software integration and hosting services for the creation of the State of Vermont health insurance marketplace known as Vermont Health Connect (VHC), as required under the Affordable Care Act (ACA). While VHC was rolled out October 1, 2013 as required by law, many individuals experienced challenges signing up or making changes to their coverage, in large part due to limitations in the functionality of the VHC information technology (IT) platform. Most significantly, the VHC system does not currently include "change of circumstance" (COC) functionality; in other words, there is no ability to modify an application for any reason (e.g. change of address, newborn, death, plan selection) in the system once it has been submitted.

In addition, functionality to allow employers and their employees to enroll in VHC plans was not deployed successfully; as a result, VHC has directed those individuals to enroll directly in VHC plans through the VHC insurance carriers.

The VHC's system limitations have created operational challenges and data integrity issues. The lack of COC functionality in particular is straining all areas of the operation, from application intake through premium processing. An interim change process (ICP) is in place that requires applications to be withdrawn and re-entered, resulting in duplicate records and data integrity issues. The complexity of this manual process, which involves staff from the State and CGI, is very time consuming and will require significant resources to clear backlogs in sufficient time to prepare for the next open enrollment period to begin October 1, 2014. Backlogs continue to grow in size. Further, the State desires Contractor to provide development and implementation services required in order to improve VHC performance during the 2014 open enrollment period, as well as security and maintenance and operations services.

The scope of services includes six (6) potential work streams (the "Services"), as follows:

- Stream 1 – IT Analysis and Revised Plan
- Stream 2 – Operations Analysis and Revised Plan
- Stream 3 – Supplemental Operations Support
- Stream 4 – IT Project Management and Delivery

- Stream 5. Development and Implementation Services
- Stream 6. Maintenance and Operations Services

Contractor will perform these Services as described in greater detail in Section II of this Attachment A.

All reports, plans and deliverables under this contract, unless otherwise specifically indicated in a Task Order, shall be submitted to the State's Authorized Representatives as set forth in Attachment B to this Contract.

II. SPECIFICATION OF WORK

Stream 1. IT Analysis and Revised Plan

The Contractor shall conduct a risk assessment and gap analysis of the existing VHC Solution implemented by CGI to support the HSE, with an emphasis on the VHC application.

The Contractor shall:
1. Use the prior VHC assessments performed by the State and the Contractor's experience with the state-based marketplaces in other states, such as Hawaii, Maryland and Massachusetts, to expedite the evaluation process and minimize the cost of the services to the State. The Contractor shall collect relevant permissible information from other states pursuing state-based marketplaces to build upon additional lessons learned. The Contractor will also utilize its knowledge and experience from work performed for the federal government on its HealthCare.gov general contracting role.
2. Analyze the existing VHC solution. This analysis shall include:
   - Code review: The Contractor, in consultation with the State, shall identify the key components of the VHC Solution that present the greatest vulnerabilities, to determine assets requiring a code review (e.g., database queries), whether code in development or code in production. Focus will be placed on code structure and the use of industry standard coding practices which would ensure integrity and optimal performance. By the end of the third day of the assessment, the Contractor and the State will agree to the scope of the VHC code review.

   - The Contractor will create context diagrams that identify which system components are involved in specified transactions based on a model of transaction mapping the Contractor has already completed for other State Exchanges. The context diagrams will trace the transaction flow through each logical component. The Stream 1 deliverable will identify opportunities for performance tuning and application efficiency.
   - Review of system architecture, with a focus on the VHC application's adherence to the State's Service Oriented Architecture (SOA) guidelines, which shall be made available to the Contractor under separate cover. Review of System

Architecture shall include:
- o Review of Enterprise Architecture reports and assessments conducted on individual solution components, integration of these components, and their implementation statuses as compared to expectations set forth in the scope of the CGI contract and artifacts (including non-functional requirements) related to individual solution components and current integration and implementation statuses; SOA, Oracle Identity and Access Management (IAM), Master Data Management (MDM), Siebel, Oracle Policy Automation (OPA), Webcenter Content/Capture, OneGate, LifeRay, and other software solutions incorporated into the VHC.
- o Review of architecture and implementation of interfaces to external systems, including but not limited to, federal, other State of Vermont, Insurance Carriers and Benaissance (premium processing) interfaces.
- o Review of all Security and Privacy related assessments, documents, artifacts and the current Plan of Action and Milestones (POAM) remediation status.
- o By the end of the third day of the assessment, the Contractor, in consultation with of the State will develop a scope of the architecture review for State approval.

- ▪ Review of testing methodologies used by CGI of the VHC application and related results, including; but not limited to, unit testing, functional testing, and regression testing any scope that falls within joint systems integration testing (SIT) and user acceptance testing (UAT) and testing of insurance carrier and other interfaces. The Contractor will prioritize UAT related to the upcoming Change of Circumstance release in the testing review. Methodologies shall include:
  - o Review of test scenario coverage for business functionality of the VHC and provision of recommendations to improve test coverage for functional testing and regression testing.
  - o Evaluation of test execution methods (versus manual execution). Confirmation that the test process validates all aspects of the purpose of a given test scenario or script.

- ▪ An assessment on testing resources and business analysts involved in testing to ensure the proper business acumen is being applied to the testing effort.
- ▪ Program management assessment including the current state of the overall program management structure and processes, relative to industry best practices, in use by the State and CGI for the VHC implementation.

3. The Contractor shall also conduct a VHC Maintenance and Operations (M&O) Assessment of the State's HSE platform and the VHC solution consisting of the following:
   - • Review of CGI's M&O Plan and capabilities with respect to supporting the current VHC deployment as well as future use of the platform by additional HSE programs (IE, MMIS, etc.). This review shall include the following topics and result in a set of actionable recommendations with potential solution options to drive improvements to deficient areas:
     - ▪ Evaluation of the ability of the VHC IT Platform to support multiple System Integrator vendors working in parallel development streams.

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- ▪ Evaluation of current vendor implementation of Information Technology Infrastructure Library (ITIL)-based operational processes including; but not limited to, change, release, configuration, incident, and escalation management.
- ▪ Evaluation of CGI organizational structure and staffing levels, CGI's capability to develop steady state M&O activities, and CGI roles and responsibilities to ensure operation of the VHC in accordance with state contract requirements and service levels.

Required Deliverable/Payment Milestone: Based on the assessments described above, the Contractor shall provide the State with a written plan that outlines concrete, actionable recommendations for improvements, including prioritization suggestions and FTE and level of effort (LOE) estimates for remediation of VHC Solution and program deficiencies. The plan will be composed of the following six elements:

1. Code review - written report of the VHC application components and code reviewed, results, and recommended improvements/actions.
2. Transaction monitoring - context diagram(s) covering in-scope business transactions (twelve (12)) transactions are assumed in this scope of work). The context diagrams will trace the transaction flow through each logical component. The report will identify opportunities for performance tuning and VHC application efficiency.
3. Architectural review – written report that details the architectural review, findings, and recommended course of action. This will include a documented end-to-end VHC application architecture diagram. The report will address items noted in the architecture review described in Stream 1 above.
4. Quality assurance review – a summary of gaps identified within the quality assurance (QA) life cycle and recommendations for improvements to processes, tools, and/or staffing.
5. Review of CGI's plan and capabilities for on-going Maintenance and Operations - a report documenting process gaps with a focus on improving stability and readiness for Open Enrollment. The report will include:
   - A recommendation for closing gaps, improving VHC stability and availability and the activities necessary to prepare for Open Enrollment.
   - A functional organization chart of all system capabilities including the level of M&O staffing that is needed to support those capabilities.
   - A documented readiness process for the 2015 open enrollment period.
   - A recommendation on how to improve disaster recovery and the Business Continuity Plan.
   - An assessment of the status of documentation of system artifacts, including a list of documents which are (i) missing or (ii) in need of updates and an annotation of required changes.
6. Program management review – a report determining CGI's ability to deliver and identify areas at high risk for schedule noncompliance.

The Contractor's plan shall support a design to lower the current backlog of all service requests while keeping the VHC operational, as well as a production support approach.

The final version of this Deliverable shall be delivered to the State no later than July 3, 2014.

Stream 2. Operations Analysis and Revised Plan
The Contractor shall work with current VHC contractors, including; but not limited to, CGI, Exeter, Benaissance, and Maximus, to conduct a risk assessment of current State operations with respect to the VHC. This assessment shall:
1. Provide a report of existing analysis and experience conducted by the State and State contractors that identifies existing backlogs and areas of risk including; but not limited to, Change of Circumstance work-arounds, support of the monthly dunning process, initial enrollment processing, initial and ongoing invoicing and billing reconciliation and necessary control points.
2. Confirm size, scope and prioritization of service request backlog and provide a remediation plan and LOE required to remediate identified gaps.
3. Review interim manual business procedures being used to mitigate missing automated functionality and recommend new processes or process improvements to address operational risks and inefficiencies.
4. Assess current state of the OneGate portal and Siebel user interface functionality, efficiency, and ease of use to support ongoing operation (including upcoming open enrollment) and provide a remediation plan and LOE required to remediate identified gaps. This assessment shall consist of a review of the independent portal usability assessment underway by the State.

   The Contractor shall conduct interviews with VHC Operations leaders, Subject Matter Experts, other relevant State agencies and vendors identified by the State. During the assessment, Contractor will obtain information regarding, but not limited to:
   - Background of VHC and interaction with CGI along with CGI's subcontractors
   - Review of Release and Change Control processes
   - Servicing impacts due to system functionality, specifically, details of gaps and or limitations that have required additional resources or processes to remediate
   - Reports, escalation processes, and daily operational experience relevant to VHC's application backlog
   - Application processes that fail and result in a service request
   - Inventory tracking and process maps to ensure all backlog volumes are accounted for
   - Current escalation process by channel (legislative, executive, etc.) and overview of current tracking system
   - Functionality of the following work streams along with established workarounds created due to deficient system functionality:
     - Enrollment & Eligibility
     - Plan Management
     - 820 & 834 Management

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- SHOP
- Premium Processing

Deliverable: The Contractor shall supply the State with a comprehensive Stabilization Plan that includes findings from the interviews, data research and observations collected during Stream 2 assessment. In addition, for every area, where the Contractor has identified an opportunity, a detailed remediation plan with Key Deliverable, Key Tasks, Assigned Responsibilities (Optum, VHC) and Impacts (Enrollment, Efficiency Gained, etc.) will be provided.

The Stabilization Plan shall be delivered to the State no later than June 27, 2014.

Stream 3. Supplemental Operations Support
The Contractor shall provide operational support to reduce the backlogs caused by system deficiencies to normalized levels. This reduction shall be accomplished no later than September 30, 2014. The Contractor, in consultation with the State, shall develop a work plan to define the services and staffing levels needed to accomplish backlog reduction as required by this Contract. The work plan shall identify priorities and scheduling.

After the work plan is accomplished in the paragraph above but before any work on Stream 3 may begin, the State shall approve a Task Order submitted by the Contractor in the form set forth in Exhibit 1 to this Attachment A, in accordance with the process as further described in Attachment B. Task Orders shall be approved and initialed by the State contract review team identified in Attachment B, Section 4. After this approval process is complete, the State's Authorized Representative, the DVHA Business Office and the Contractor shall execute the Task Order prior to work commencement. Stream 3 Task Orders as signed by the parties are hereby incorporated by reference into this Contract. The Contractor shall organize and deliver Operational Support Services in the following areas as defined in the applicable Task Order:

1. Backlog Reduction: The Contractor shall perform the services listed below to develop an appropriate plan to eliminate identified backlogs:
   - Change of Circumstance
     - Determine training, systems requirements and transaction cycle time from VHC Operations team
     - Plan supporting how hours will be used to work the backlog prior to automation
     - Coordinate with the State and VHC Contractors for systems access by the Contractor
     - Conduct training sessions related to backlog (product, process and systems)
     - Deploy appropriate resources to achieve completion date of September 30th for complete reduction of backlog
   - Other backlogs, as they are identified within the assessment performed in Stream 2, will be scoped and modeled out using Change of Circumstance

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backlog reduction approach.

2. Escalations: the Contractor shall perform the following services to remediate or augment the current escalation capability within VHC:
   - Create Escalation procedure manual that documents escalation process and remediation steps
   - Provide adequate staffing to manage the workload
   - Create Enterprise Escalation Workflow Tool
     - Conduct feasibility assessment
     - Facilitate requirements gathering with VHC team and appropriate escalation tool users
     - Build out and deploy enterprise tool

Contractor shall deliver the Escalation procedure manual and Workflow tool to the State.

3. Business Process and Support: the Contractor shall provide the following services to document existing issues and build redundant capacity to support critical activities:
   - In consultation with the VHC team (current contracted and state staff), Contractor shall document appropriate workaround instructions identified during assessment. Provide document with current workarounds (after edits, deletions and adds) as well as sufficient training to allow Customer Support Center and State teams to perform workarounds;
   - Create Operational Manual by monitoring daily work and interviewing each subject matter expert (SME). Subsequently, the Contractor shall document each SME's responsibilities. Contractor shall test the Manual by having a Business Analyst (BA) perform the work function. The SME can validate and approve the work instructions.
   - Provide adequate staffing to manage the workload for identified areas of opportunity (i.e., eligibility and enrollment, plan management, 834, and SHOP SMEs).
   - The Contractor shall facilitate training to be performed by State staff on the Operational Manual, as approved by the State.

4. Renewal/2015 Open Enrollment Readiness: the Contractor shall perform the services listed below to develop an appropriate plan to support VHC readiness for annual renewals and 2015 Open Enrollment:
   - Make recommendations for handling consumers seeking to renew insurance through VHC; Coordinate Open Enrollment strategy and facilitate readiness plan to ensure VHC team, including the Customer Support Center, has well defined, documented processes and adequate staff to support anticipated volume.
     – Provide Marketing support, if deemed necessary and approved via a Task Order

5. Call Center Operations: the Contractor shall perform the services listed below to assist the Customer Support Center:
   - Consult with Customer Support Center on end-of-year forecast for accuracy and staffing approach
   - Provide efficiency plan for improved consumer experience, including

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> Interactive Voice Response (IVR), Customer Response Management (CRM) and other identified opportunities
- Build out training curriculum with updated processes and any workarounds

The Contractor shall provide operational support to reduce the Change of Circumstance backlogs caused by system deficiencies to regular ongoing application volume no later than September30, 2014.

Stream 4. IT Project Management and Delivery
In accordance with Section III of this Attachment A, as set forth below, the Contractor shall provide a dedicated Program Manager and project management team to support the State in implementing the approved technology assessment recommendations and in providing ongoing oversight of and discipline to the VHC program.

Before any work on Stream 4 may begin, the State shall approve a Task Order submitted by the Contractor in the form set forth in Exhibit 1 to this Attachment A in accordance with the process as further described in Attachment B. Task Orders shall be approved and initialed by the State contract review team identified in Attachment B, Section 4. After this approval process is complete, the State's Authorized Representative, the DVHA Business Office and the Contractor shall execute the Task Order prior to work commencement. Stream 4 Task Orders as signed by the parties are hereby incorporated by reference into this contract.

Contractor's core team may be supplemented with the following subject matter experts:

- Release managers to oversee in-flight and future releases;
- Quality assurance lead and testers focused on testing practices, test facilitation, and support in the creation and execution of test cases;
- Technical writers focused on evaluating existing documentation and developing missing documentation; application architect/software engineer to oversee technical decisions and practices; business and technical resources to perform requirements definition, system design.
- Infrastructure engineer to provide guidance on performance, tuning, etc., O&M SME focused on overall CGI activities and service level monitoring; and support for VHC oversight of CGI contract. The number of SMEs and their time commitment will be refined based on the results of Stream 1 and in consultation with the State team. The Contractor shall supply the State with a team to provide oversight and support and staffing as necessary and defined by Task Order in the following areas:
  - IT development
  - Security development
  - Testing (including Unit, Integration, System, Functional testing, and User Acceptance Testing)
  - Release management (including process of code promotion to live environment, defect management)
  - Training and documentation
  - Overall contract compliance, invoice approval, etc.

- Using the subject matter experts noted above Contractor will participate in knowledge transfer from CGI participate in knowledge transfer from CGI security management.

The Contractor shall lead a process to modify the product delivery plan, as necessary, in conjunction with CGI and existing subcontractors and the State, to ensure that adequate time is available for both the delivery of high-quality software that is thoroughly tested, and has appropriate security controls, and adequate time for the State team to perform training and other operational readiness activities. The Contractor shall assist the State with the proactive management of the VHC, CGI, and all subcontractors, to deliver according to planned timeframes; and shall facilitate work sessions as necessary to mitigate delays. To facilitate its IT project management and delivery support activity, the Contractor shall:

- Ensure 100% transparency of project information management (scope, schedule, and resource allocations).
- Collect, analyze and communicate status, risks and issues and proposed resolution to State leadership.
- Perform daily stand-up morning assignments and evening checkouts, identify risks and remediate daily.
- Provide technical expertise to evaluate quality through informal software demonstrations, document existing architecture, and identify gaps and risks.
- Provide testing expertise to develop test scenarios (unit tests, feature tests, regression tests, and or end-to-end tests) as necessary to ensure adequate test coverage and verify results.
- Ensure that documentation is up-to-date and comprehensive and that end user training is conducted in a timeframe that facilitates successful go-live for remaining code drops. Review backlog of Change Requests to confirm SOV prioritization and confirm the level of effort and cost estimates provided by the State's system integrator.
- Provide to the State an evaluation of all the tests in the regression suite and confirmation of test results.

The services identified in the Task Order for Stream 4 shall be provided to the State in accordance with the Task order, but no later than December 31, 2014.

The Contractor shall perform the following additional tasks by task order based on its Bronze Security offering:

1. External Penetration Testing & Vulnerability Scanning
2. Logging and Monitoring Improvements
3. Security and Risk Management Operational Best Practices
4. Internal Vulnerability Assessment, Configuration Baseline Scanning, and Advanced Persistent Threat Simulation
5. Compliance Consulting Services to document security Plan of Action and Milestones ("POAM") and CMS System Security Plan ("SSP"). Enhanced security service offerings (e.g. Silver and Gold) shall be made available if requested by the State and shall be subject to a new contract or an amended Task Order.

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Material cost, such as fixed pricing for software or subcontracting, may be paid for in Stream 4 in accordance with a Task Order.

Stream 5. Development and Implementation Services

The following definitions apply to Stream 5 Development and Implementation Services:
   a. OERWS shall mean Open Enrollment and Renewal Workaround Solution,
   b. D &I shall mean Development and Implementation,
   c. DED shall mean Deliverable Expectation Documents. DED is a set of documents that demonstrate the criteria by which each part of the project will be judged to be completed.
   d. TDD shall mean Technical Design Documentation
   e. Remediation or Remediate shall mean
      act or process of correcting a fault or deficiency
   f. Deployment shall mean a phase within the software development life cycle in which the software is ready for productive work in a live environment.
   h. Shadowing means the process which allows the State and Contractor to observe CGI staff making changes to the system, finish projects, and remediate issues. Reverse Shadowing shall mean that the State or Contractor shall make changes to the system, finish projects, and remediate issues monitored by CGI through September 30, 2014.
   i. Best efforts shall mean reasonable efforts between the State and CGI within the terms of its Transition Agreement dated August 1, 2014.
   j. Requirements shall mean the State's functional and technical requirements attached to this Attachment A as Exhibit II.
   k. IV & V, PMO, Quality and Security means a federal or state authorized vendor such as a Independent Verification and Validation or Project Management Organization to review the quality delivered within a contract project.
   l. Escalation means taking the issue to key project personnel
   m. COTS means commercial off the shelf software
   n. Production phase gate means a point during the implementation process where an assessment of the quality of software and production readiness is undertaken and a 'go /no-go' decision is made by the State in consultation with the Contractor.
   o. Production cut over means part of the migration process in which the software in test is deployed into a live environment.

   The Contractor shall provide development and implementation staff to support the State's implementation of the 2015 OERWS. The Technical Design of OERWS is to be based upon the Requirements and Design activities conducted by the Contractor under Stream 4 Task Order 007.

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Stream 5. Development and Implementation Services

Contractor shall perform Development and Implementation work required for the design, development, implementation, of the 2015 OERWS based on the VHC's current system configuration, OneGate 3.3.2.7. The Contractor shall:

- Define and produce TDD in accordance with the Requirements to support OERWS, as specified in the functional requirements and design documentation produced by Contractor under Task Order 7 issued in accordance with this Contract under Stream 4.
- Develop new VHC functionality in accordance with the State's Requirements to support the OERWS, as specified in the Technical Design Documentation.
- Perform testing of the OERWS in the VHC testing environment based on approved requirements. Remediate defects found during testing for approved OERWS requirements and design.
- Remediate defects found during system integration testing (SIT) and user acceptance testing (UAT) performed under Stream 4, as prioritized by the State. Not all defects will be remediated prior to Open Enrollment and decision for proceeding with implementation will be based on the State's Implementation Phase exit criteria to be articulated in the applicable deliverable.
- Update design documentation as required to respond to testing results and develop a final design document for OERWS.
- Perform during Shadowing / Reverse Shadowing phase and/or perform post transition release management by preparing code and system configuration into a deployable package for environment transfer(s).
- Perform Stream 5 services onsite at the State offices or at Contractor or subcontractor offices within the continental United States, as the State may agree.

Stream 5 services will be delivered in accordance with the approved OERWS MS Project Plan.

The MS Project Plan (Schedule) will be developed by the Contractor in consultation with the State and subject to State approval. The MS Project Plan shall establish tasks and resource assignments to complete the work described above for Stream 5 services.

The State shall make its best efforts to cause its contractors and to cause CGI to cause its subcontractors to be available as required for Contractor's performance of the Stream 5 services. The foregoing obligation shall terminate upon the earlier of the Contractor reaching subcontract agreements providing direct oversight with each of the entities or September 30, 2014.

Key Project Personnel
Contractor shall assign the following Contractor staff (an "*" indicates "Key Project

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Personnel" as defined in III Organization and Staffing (account team below), to meet the requirements of Stream 5:

Role	Activity and Work Product

DDI Director *
Project Manager *
Infrastructure Architect
Infrastructure Analyst
Application Architect
Database Architect
Configuration Analyst
(Siebel, OneGate, Benaissance, OPA, OBIEE, etc.)
Developers
System Analyst
Business Analyst
Security Architect
	• Initiation: Ramp-up OERWS Release Activities
	  o Obtain access to Systems, Codebase, Requirements
	  o Review functionality
	  o Inventory changed code
	  o Inventory changed configuration
	  o Review development and unit testing artifacts
	  o Leverage Contractor best practice processes and procedures
	    i. Code review criteria and process
	    ii. Code review remediation guidelines
	    iii. Establish dual responsibilities (one person fixes another person verifies)
	• Transition Dev and Test platforms

DDI Director *
Project Manager *
Infrastructure Architect
Infrastructure Analyst
Application Architect
Database Architect
Configuration Analyst
(Siebel, OneGate, Benaissance, OPA, OBIEE, etc.)
Developers
System Analyst
Business Analyst
Security Architect
Implementation Manager *
Implementation Analyst
	• Defect Remediation
	  o Research and validate issues
	  o Determine if issue is a defect in code, configuration, design, or requirement
	  o Determine preliminary plan and level of effort for defect remediation
	  o Assign and execute remediation tasks
	    i. Code Changes
	    ii. Configuration
	    iii. Requirement Changes - Obtain business sign-off for changes to agreed requirements
	  o Prioritize defects and package into patch releases
	  o Coordinate patch releases with QA team
	    i. Assist in release management
	• Update impacted deliverables
	• Create unit/integration test results documentation
	• Assist in creation of Q/A Phase Gate documentation
	• Work with business to help implement process changes required to support defect fixes including any:
	  o Workarounds
	  o Additional reporting
	  o Manual reconciliations

DDI Director *	Implementation activities:

Project Manager *
 Implementation Lead
 Implementation Analyst
 Configuration Management Lead
	• Implementation Plan
	     o Cut-over plan
	     o Acceptance criteria
	 • Organization change management communication to the business
	 • Production Phase Gate and Operational Readiness
	 • Manage Go-live
	 • Post-implementation validation

Status Reports

A. Contractor's Project Manager shall provide, by rate card category of work performed:
   - a. Hours expended during the most recent week;
   - b. Total hours expended under the contract to date;
   - c. Summary of worked performed for the period

B. Planned task Activities showing:
   - a. Planned tasks accomplished
   - b. Planned tasks that are incomplete
   - c. Tasks behind schedule in the previous week (with reasons given for those behind schedule)
   - d. Tasks planned for the upcoming two weeks
   - e. An updated status of tasks entered into the MS Project Plan and attached to the status report
     - i. Percent completed
     - ii. Resource assignments
     - iii. The status of any corrective actions undertaken.

The report shall also contain the current status of the project's technical progress and contractual obligations; achievements to date; risk management activities; unresolved issues; requirements to resolve unresolved issues; action items; problems; installation and maintenance results; and significant changes to Contractor's organization or method of operation, to the project management team, or to the deliverable schedule, where applicable and any other information related to the services which the State may require, as agreed to by Contractor.

The State Project Manager and Contractor's Project Manager will come to agreement on the exact format of the project status documentation.

Each status report shall include a project dashboard at the top outlining the overall status of the project in terms of the standard triple constraint: cost, time, resources (using a legend or icon of green, yellow, and red based upon the following definitions):
   - Green – 90% or more of deliverables are on track to deliver committed scope (defined in the DED) by committed deadline with committed resources/funding.
   - Yellow – 75 - 90% of deliverables are on track to deliver committed scope

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(defined in the DED) by committed deadline with committed resources/funding, but have a plan to get back to green.

- Red – Less than 75% of deliverables as (defined in the DED) are on track and currently do not have a plan to get back to green. If the weekly project report assesses a red icon the parties agree that escalation is required to remediate project delivery risk. The escalation process is specified in the Project Management Plan.

In the event of yellow or red overall project status, there should be a specific task(s) and/or issue(s) identified as yellow or red which are the root cause, as best determined at the time, of the overall project status being yellow or red.

The Contractor agrees to provide access to personnel and documentation so that the State's IV & V, PMO, Quality and Security vendors may assess contract/quality/security compliance.

Stream 5 Implementation

1. Planning Phase
Project planning shall include validating the scope of Stream 5 services, deliverables, Project Management Plan, resources, schedule, and project management structure. During this phase of the project, the Contractor team will develop and refine the following documents and obtain the State's approval and sign-off. As specified below, each DED shall detail the deliverable acceptance criteria for each deliverable. For deliverable acceptance to occur, deliverable acceptance criteria must be met.

A. DED to be delivered no later than then ten (10) business days from October 7, 2014:
  1. D&I (Microsoft Project) Plan
  2. TDD
      a. Initial version – as used to begin development
      b. Final version reflecting all changes introduced during the development / testing cycle
  3. VHC solution code/COTS Configuration
  4. Unit Test and Integration Test Results
  5. Implementation Plan
  6. Production Phase Gate Management Plan
  7. Post Implementation Validation Report

A DED delivered in connection with the performance of Stream 5 services shall be a document developed by the Contractor and reviewed and agreed to by the State, which clearly defines the criteria by which a specific Contractor deliverable will be assessed for completion of the deliverable. This process is done to provide mutual understanding of the expectations and requirements of the State.

B. D&I MS Project Plan to be delivered no later than five (5) business days after October 7, 2014.

State shall:
   A. Participate in Project planning activities and identify responsibilities of State staff.
   B. Participate in plan development by providing technical information and guidance.
   C. Review and approve all planning deliverables.

2. *Technical Design Phase*
   Contractor shall:
   - Develop the TDD required to implement OERWS Functionality. Modifications shall be made to the TDD as required during testing.
   - Provide the cooperation necessary as required by the State for purposes of monitoring activities conducted by the SOV and/or SOV assigned 3rd party vendor staff engaged by SOV to perform monitoring on its behalf (e.g. the SOV's IV&V vendor), including but not limited to shadowing of coding and configuration activities, and code reviews to confirm adherence to Service Oriented Architecture (SOA) guidelines, as requested by the SOV.
   - Review the technical design with SOV and/or SOV assigned 3rd Parties

   The TDD produced in this phase will detail how the OERWS will meet the State's functional, non-functional, physical, interface, and data requirements. These activities shall be conducted in an iterative fashion, focusing first on the general OERWS design that emphasizes the functional features of the OERWS, and then expanding to include the required technical detail to implement the OERWS.

   The TDD shall be submitted to the State for review and comment. Contractor shall, in consultation with the State, incorporate State comments and re-submit for review. Once the Technical Design Documentation is acceptable to the State, the State shall approve the Technical Design Documentation and the Contractor shall proceed with the next Phase.

State shall:
   A. Provide policy, regulation, forms, and procedural reference material and interpretations as needed
   B. In consultation with the Contractor, develop the prioritized scope of interfaces to be developed.
   C. In consultation with the Contractor, facilitate activities with external agencies, if necessary.
   D. Provide subject matter experts to clarify interface issues.
   E. Provide leadership in coordinating efforts with State stakeholders for interface development.
   F. Review and approve the technical system design deliverables.

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3. *Development Phase*

Contractor shall:
- Develop code and/or introduce a COTS configuration necessary for the implementation of OERWS as specified in the Requirements and the TDD.
- Provide Unit and integration testing results for review at least weekly.
- Support State and/or State's assigned 3rd Party participation in monitoring activities, including but not limited to shadowing of coding and configuration activities, and code reviews to confirm adherence to SOA guidelines, as requested by the State.

State shall:
    A. Review system objects for conformance with software development and documentation standards.
    B. Provide clarification of requirements and design option decisions.
    C. Review and approve the code and unit test deliverables.
    D. Coordination of the following activities which may be required of external Stakeholders which control the systems that interface with the VHC Solution:
        1. Create new or modified objects.
        2. Code new or modified programs, reports and extracts.
        3. Create unit test cases, test data and test environment.
        4. Design and perform unit testing.
        5. Report unit test results.
        6. Prepare code and unit test deliverables.
        7. Revise deliverables as a result of the review and approval process.

4. *Defect Remediation Phase:*

Contractor shall:
- Remediate defects (as identified by the Contractor and the State), in OERWS Functionality. The Contractor and SOV shall assign defect severity and priority in accordance with the approved Test Plan.
- Assign remediation tasks to appropriate Contractor resources, including, but not limited to, the Contractor's Development group, Configuration group and Business group.
- QA team meetings will occur at least weekly with minutes documented.
- OERWS Functionality defects referred to the Contractor's development or configuration group will be:
  - Remediated in the relevant environment(s), in accordance with defect severity and priority.
  - Unit/integration tested as appropriate
  - Documented with proof of fix (unit / integration test results)
- Remediated OERWS Functionality shall be packaged and promoted for retest and coordinated with the QA team

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Once the OERWS application meets the Exit criteria (according to the Phase Gate Management Plan) in the designated VHC environment as directed by the State, the State shall provide the Contractor with written approval to proceed with the Implementation Phase.

The State shall:
A. System Integration and Performance Test
    1. Review and approve the system integration testing deliverables:
        a. Review and approve the Contractor's interface test result documentation.
        b. Review and approve the Contractor's system test result documentation.
        c. Review and approve the Contractor's performance test result documentation.
    2. Participate in System Integration testing activities when testing interfaces with existing systems that are not maintained by the Contractor:
        a. Coordinate the establishment of the test environments in the existing systems.
        b. Coordinate the creation of test data and test files needed for initial testing as well as for re-testing (if any).
        c. Coordinate the integration and system tests. Each module shall be tested when it is completed. The compatibility of all modules for the entire system shall be tested when all modules have been completed.
        d. Coordinate the correction of problems, repeating integration, system, stress and performance testing until expected results are obtained.
        e. Coordinate stress and performance testing.
        f. For clarification purposes, the completion of the tasks in (a)-(e) above shall, as between the Parties, be solely the responsibility of the State, and Contractor's services will depend upon such completion.
B. UAT
    1. Review and approve UAT plan.
    2. Arrange for UAT staff availability.
    3. Provide support during UAT.
    4. Review and approve documentation and correction of issues.
    5. Review and approve UAT analysis reports.
    6. Review and approve UAT deliverables.

Once the OERWS application meets the Exit criteria (according to the Phase Gate Management Plan) in the designated VHC development environment, the State shall provide the Contractor with written approval to proceed with the Implementation

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Phase.

5. *Implementation Phase:*
   Contractor shall:
   o Plan, execute, and manage OERWS implementation services. These services shall include:
     ▪ In consultation with the State evaluate the business impact of the planned OERWS deployment activity
     ▪ In consultation with the State plan for the business impact and communicate to the State the business changes required at time of deployment
     ▪ Provide information needed to develop of a Training Plan with associated Training Materials to be prepared and delivered by Contractor's Training Team pursuant to a separate Task Order under Stream 3.
     ▪ Prepare and execute written Implementation Plan for services required to deploy the OERWS in the production environment:
       • Facilitate a joint Go/No-go implementation review where technical and business readiness are reviewed
       • Prepare code and system configuration into a deployable package as needed by release management
       • Confirm code deployment
       • Investigate and remediate reported post release abnormal behavior
   State shall:
     • Review and approve business impact analysis documentation
     • Approve Go/No-Go criteria
     • Approve implementation Go/No-Go

6. *Knowledge Transfer:*
   Through meetings between the Contractor and State Subject Matter Experts and Business Analysts a common understanding of the following will be obtained:
   o Detailed walk-through of OERWS Functionality.
   o Code review of processes and integration points impacted by OERWS
   o Configuration review of OERWS with respect to those infrastructure components affected by OERWS.

7. *Deliverables:*

The Contractor shall deliver:
   1. DEDs no later than then ten (10) business days from October 7, 2014 for each of the following:
   2. D&I (Microsoft Project) Plan

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3. Technical Design Documentation
   a. Initial version – as used to begin development
   b. Final version reflecting all changes introduced during the development / testing cycle
4. VHC solution code/COTS Configuration
5. Unit Test and Integration Test Results
6. Implementation Plan with specific acceptance criteria
7. Production Phase Gate
8. Post Implementation Validation Report
9. CMS (Centers of Medicare and Medicaid Services) OERWS validation and demonstration

The DEDs delivered in connection with the performance of Stream 5 services shall be documents developed by the Contractor and reviewed and agreed to by the State, which clearly define the criteria by which a specific Contractor deliverable will be assessed for completion of the deliverable.

B. D&I MS Project Plan no later than five (5) business days after October 7, 2014 Not less than weekly, a Status Report detailing progress of D&I activities against the D&I MS Project Management Plan.
C. Unit / Integration Test Results due by Contractor not less than weekly.
D. Documentation of remediated defects with proof of fix due by Contractor not less than weekly.
E. Report on the business impact of the planned OERWS deployment and coordination with State Operations to plan for that impact, including communication to the State, explaining changes in business process required at time of deployment. The report shall be due ten (10) days prior to production cut-over.
F. Implementation Plan that shall be due by Contractor five days after OERWS system integration test.
G. Production Phase Gate and Operational Readiness that shall be due five days prior to production cut-over.
H. VHC solution code and COTS Configuration that shall be due five days prior to production cut-over.
I. Post Implementation Validation Report that shall be due five days after production cut-over.
J. CMS (Centers of Medicare and Medicaid Services) OERWS validation and demonstration.

8. *Reporting:*

Contractor's Project Manager shall provide project documentation to meet the State's vendor reporting requirements. Not less than weekly, the Contractor shall report on the activities of personnel defined in the Stream 5 Staffing and Cost Table that must include,

all of the following:

1. Hours Report
   - Total hours authorized under Stream 5 by labor category
   - Total Hours expended per individual during the most recent week reported by category of work performed
   - Total hours expended under Stream 5 to date summary of worked performed for the period by category of work performed

2. Personnel Report:
   - List of all individuals working on Stream 5 work showing:
     o Individual's Name,
     o Individual's Work Title
     o Hours worked

3. Key milestones accomplished with reference to the MS Project Plan, at a level of detail acceptable to the State during the period, reported by rate card category

When the last day of the month falls on a day before Friday and after Sunday, two reports detailing number 1 and 2 shall be produced. The intent of this clause is to have reports that match monthly invoices. Reports will include all hours expended up to seven days prior to the date of the Report.

9. *State Obligations:*

a. The State shall provide seating space for the identified people to be located in the State offices; to the extent either party, determines that State Facilities are not sufficient to accommodate Contractor Staff, the Contractor shall propose space alternatives, together with the appropriate level of detail on pricing and location subject to State's approval.

b. The State will ensure that appropriate licenses and software are available to be added to Contractor workstations.

c. The State will provide Contractor with levels of access to necessary systems appropriate for the services being provided in support of OERWS, including providing Virtual Private Network (VPN) access to State's system as currently made available to subcontractors.

d. The State has all necessary licenses for any necessary COTS software and hardware and State will maintain technical support for any COTS Software and hardware throughout the term of the services, where the COTS software includes, without limitation, the OneGate 3.3.2.7 software (the "OneGate 3.3.2.7 Software") and associated license and documentation (the "OneGate 3.3.2.7 Documentation") from Armedica, LLC ("Armedica").

e. The State represents that under the terms of the OneGate 3.3.2.7 Documentation, and the maintenance and operations agreement between the State and Armedica for technical support services to the OneGate 3.3.2.7 Software (collectively, the "Armedica Agreement"), the State has the authority to provide Contractor and any of Contractor's subcontractors identified in writing to the State (the "Identified Subcontractor") with access to the OneGate 3.3.2.7 Software and the OneGate 3.3.2.7 Documentation, as well as any OneGate Software Modification and OneGate Documentation Modification, as those terms are defined below (collectively, the "OneGate for HIX Software and Documentation"). "Access," as used in this paragraph means the right to use, copy , test, implement and install, the OneGate for HIX Software and Documentation solely for the benefit of the State. The State agrees that such access as proposed in this paragraph is necessary to copy and test new code.

f. If and to the extent the State and Contractor determine that in order to implement and maintain and support OERWS, there is a requirement for new releases, updates, modifications, work arounds, error corrections and/or bug fixes to be made to the OneGate 3.3.2.7 Software (the "OneGate Software Modifications") and to applicable documentation (the "OneGate Documentation Modifications"), whether to address functional or non-functional requirements or to remediate software defects with the OneGate 3.3.2.7 Software, the State shall have the following responsibilities:

   (1) The State shall communicate the requirements for such OneGate Software Modifications and OneGate Documentation Modifications (collectively, the "OneGate Modified Product") to Armedica for Armedica to incorporate such OneGate Software Modifications and OneGate Documentation Modifications as part of Armedica's COTS product.

   (2)   To the extent provided to the State by Armedica, the State shall communicate to Contractor whether Armedica will provide a OneGate Modified Product, and if so, the time frame by which Armedica estimates it will supply to the State a OneGate Modified Product that has been developed, tested and ready for installation in a production environment by Contractor as part of the Stream 5 services.

   The State shall be solely responsible for the procurement of such OneGate Modified Product. The State acknowledges that the time required by Armedica to produce the OneGate Modified Product shall affect the Contractor's ability to implement OERWS and that Contractor shall not be liable for any delays associated with the availability of the OneGate Modified Product.

g. State staff will be available on a timely basis and in accordance with the MS Project Plan.

h. The State will provide timely decisions to resolve issues and risks, and provide project direction.

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    i.   Provide Contractor with access to relevant data structures, documentation, applications, databases, and artifacts when requested by the Contractor and agreed by the State to support the performance of services.

10. Additional Provisions:

  a. Changes to the State Requirements are subject to the change control process specified in the Project Management Plan.

  b. The State shall be responsible for services to be provided by Archetype.

Stream 6 – Maintenance and Operations Services

Contractor shall perform the maintenance and operations services set forth in Attachment G to this Contract through the earlier to occur of (i) December 31, 2014; (ii) the execution of a contract for Maintenance and Operations Services between the Contractor and the State Department of Information and Innovation ("DII M&O Contract"). If the DII M&O Contract is entered into prior to October 31, 2014, this Stream 06 shall terminate effective October 31, 2014 and if the DII M&O Contract is entered into after October 31, 2014 but prior to November 30, 2014, this Stream 06 shall terminate effective November 30, 2014.

The parties agree that the maintenance and operations services set forth in Attachment G may include a number of services which would be more properly categorized as design, development and implementation ("DDI") services. The parties shall review Attachment G to determine which services are most appropriately categorized as "M&O," and which are more appropriately categorized as "DDI" and shall enter into a mutually agreed contract amendment which clarifies this distinction, together with allocation of the various services to the appropriate Stream of services hereunder.

III. Organization and Staffing (Account Team)

The Contractor will submit a staffing plan that details the Contractor personnel, level, roles and responsibilities, and team reporting relationships and identifies the approach to providing paired resource team reporting relationships (Contractor and State) for key staff roles. This plan will show Contractor's personnel hours by Stream, by personnel level and by role.

The Contractor will first submit staffing plans for Streams 1 and 2 prior to the respective kick-off dates. These plans will include specific team members who will perform the work, percent time dedicated by each team member to this Contract, and relevant experience with state health insurance marketplaces.

After the Contractor completes initial findings in Streams 1 and 2, the Contractor will submit detailed staffing plans for ongoing work informed by those findings. The contractor shall submit a detailed staffing plan for the work described above in Stream 5. The plan will be submitted for review and approval by the State within five (5) calendar days of October 7, 2014.

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The Contractor and State will hold regular meetings to discuss staffing plans to assure Contractor provides adequate resources dedicated to this Contract.

I. The term "Key Project Personnel" for purposes of this procurement, means Contractor's employees and employees of Contractor's permitted contractors or permitted agents assigned by Contractor to perform Services under this Contract or any Task Order executed hereunder and deemed by the State as being both instrumental and essential to the Contractor's satisfactory performance of all requirements contained in this Contract. The State and the Contractor will agree on staffing plans described above, including Key Project Personnel and percent of time individual team members dedicate to this Contract.

II. Location of Contracted Functions and Personnel
   a. The Contractor's Key Project Personnel must be able to participate during VHC-related meetings as scheduled by the State.
   b. The State and the Contractor shall establish appropriate protocols to ensure that physical property/facility security and data confidentiality safeguards are maintained. Access to any non-Vermont facility used to support the HSE shall be reviewed and granted or denied within five workdays of the request.

III. The Contractor must ensure Key Project Personnel have, and maintain, relevant current license(s) and/or certification(s).

IV. The Contractor shall seek and receive State approval before hiring or replacing any Key Project Personnel which shall not be unreasonably withheld. The State shall respond to Contractor within four (4) business days upon receiving name and resume of Contractor's Key Project Personnel. The Contractor must provide the State with written notification of anticipated vacancies of Key Project Personnel within two business days of receiving the individual's resignation notice, the Contractor's notice to terminate an individual, or the position otherwise becoming vacant. Replacements for Key Project Personnel shall have qualifications that meet or exceed those required by the State. The State may conduct reference checks on Contractor Key Project Personnel.

V. The State reserves the right to require removal or reassignment of Contractor Key Project Personnel who are found unacceptable to the State, provided Contractor is provided written notice of State's concern, and Contractor is provided up to thirty days to address and remediate concerns. If State is not satisfied after 15 days of written notice, Contractor will agree to remove Key Project Personnel. The Contractor will develop a plan for the replacement of Key Project Personnel, all within two (2) weeks of agreement to remove.

The Contractor shall provide the State with periodic status update reports as the State may require but no less frequently than every 30 days on the progress of the replacement candidate recruiting process until a qualified candidate is hired.

Project Management and Support

The Contractor will apply Health Services Enterprise (HSE) PMO, DII EPMO and PMI (Project

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Management Institute's PMBOK) principles as outlined in the mutually agreed to Project Management Plan, that includes processes and procedures as set forth by the Health Services Enterprise (HSE) PMO and the DII EPMO.

EXHIBIT I TO ATTACHMENT A
Task Order 001 [numbered consecutively]

Task Title:	
Contractor:	
Contract #:	
Effective Dates:	
Cost:	
Funding Source:	*[CFDA # if different than original]* Budget Approval _____ (Initials)

1. **Scope of Work**

2. **Deliverables**

3. **Payment Provisions**

   Payment terms must specify if payments are based on an hourly rate or deliverables.

Approval:

Optum Authorized Representative	[Contact person]	
Approval Signature		Date
DVHA Business Lead:	[Contact Person]	
Approval Signature		Date
DVHA Contract Manager:	[Contact Person]	
Approval Signature		Date
DVHA Contract Administrator	[Contact Person]	
Approval Signature		Date

Must be signed by all parties prior to commencement of work

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EXHIBIT II

Stream 5 State Technical and Functional Requirements

1. __Project Name:__
Vermont Health Connect 2014 Open Enrollment/Renewals

2. __Objectives/Goals:__
Enable the Vermont Health Connect to enroll new customer into 2015 health & dental plans as well as renew existing customers into 2015 health & dental plans.

3. __IT Requirements:__

Requirement	Needed for ICP Renewals?
QHP 2014 FPL in OPA	Yes
QHP & Dental Capability to config to certify and decertify plans (restart SOA webservice)	Yes
Plan selection block for existing customers (SQL script to change QHP enrollment BLI to Non Applicable)	Yes
Publish Portal Language to alert end users of OER (custom Liferay portlet in my account pages)	Yes
QHP & Med Load 2015 plans Adjust CSR calculation	Yes
End date plans in billing (Benaissance)	Yes
LOV Changes	Yes
Dental related text changes in plan selection	Yes
Additional Reports (aprox 25)	Will be included in separate document
Update One Gate Application questions	Yes
Deploy HMC web development items (includes landing page updates)	Due by 10/14
Update Min Essential Coverage (MEC)/ Special Enrollment Period (SEP) Guidance	Yes
Payment/Confirmation page text update	Yes
Hold invoices of 2015 cases to 12/9	Yes
Set all cases to Active (Billing)	Yes
Complete DEV2 Environment to support testing efforts	Yes
IRS Monthly Testing	Yes
IRS Annual Testing	Due by 1/15
Remediate & fix defect QHP End Dates in Siebel	Yes
IRS Annual Notice	Due by 1/15
Update Dental Guidance	Yes

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Implement Exeter Rule base change for Medicaid income verification	Optional (11/15 target)
Add LOV for Reason Code	Yes
Analyze ICP Spreadsheet SQL and SOA job for defects	Yes
Remediate ICP Spreadsheet Defects	Yes

4. <u>Key Project Team Participants & Roles:</u>

Participant Name	Title	Agency/Dept.	Project Role
Bob Skowronski	VHC Deputy Commissioner	AHS	Executive Sponsor
Dan Smith	IT Development Branch Director	AHS	IT Development Branch Director
Justin Tease	Director of IT Implementation	AHS	Key Stakeholder
Tony Thibault	IT Project Manager	AHS	Project Manager

5. <u>Approvals</u>

Role	Name	Signature	Date
Director of IT Implementation	Justin Tease		
IT Development Branch Director	Dan Smith		
DII EA	Rick Ketcham		
DII Security	Jack Green		

ATTACHMENT B
PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice. Payments against this Contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. The total maximum amount payable under this Contract shall not exceed $ 29,414,237. All rates set forth in this contact are all-inclusive; no expenses, benefits or insurance will be deemed reimbursable to the Contractor by the State under this Contract.

Stream	Services	Deliverable Due Date	Amount
Stream 1	IT Plan	July 3, 2014	$497,663
Stream 2	Operations Stabilization Plan	June 27, 2014	$117,875
Stream 3	Supplemental Operations Support	Via Task Order	$8,139,453*
Stream 4	IT Project Management and other Stream 4 Services	Via Task Order	$12,283,366**
Stream 5	DDI-VHC 2015 Open Enrollment and Renewals Workaround Solution	November 30, 2014	$1,890,414***
Stream 6	Maintenance and Operations services	In accordance with Attachment G	$6,427,133****
Real Estate	As needed for additional space.	Until 12/31/2014	$58,333
		Total	$29,414,237

* Time and materials, dependent on task order

** As of September 15, 2014, Stream 4 Services are comprised of:

Stream 4 Total pre 9/15/14	6,378,948
Security Task Order – Bronze Level Security as a Service	5,453,613
PM Support	450,805
Stream 4 Total post- 9/15/14	12,283,366

***Stream 5 will be compensated by the State on a time and material basis. Services performed between September 15, 2014, and October 7, 2014 that are in conformity with Stream 4 or 5 of Attachment A and or an associated Task Order shall be billable hereunder.

Time and Material means a basis of payment to the Contractor where the State will reimburse the Contractor an hourly rate connecting to Exhibit I of this Attachment B.

This rate includes wages, overhead, general and administrative expenses, travel and profit for each category of labor to be performed by the Contractor. No materials will be separately paid unless otherwise stipulated in a task order or change order.

**** Stream 6 Maintenance and Operations services will be compensated on a Time and Materials basis, as needed until the earlier to occur of (i) December 31, 2014; (ii) the execution of a contract for Maintenance and Operations Services between the Contractor and the State Department of Information and Innovation ("DII M&O Contract"). If the DII M&O Contract is entered into prior to October 31, 2014, this Stream 06 shall terminate effective October 31, 2014 and if the DII M&O Contract is entered into after October 31, 2014 but prior to November 30, 2014, this Stream 06 shall terminate effective November 30, 2014.

2. For Time and Material designated Streams and Task Orders the State agrees to pay for the positions and hourly rates specified in Exhibit I to Attachment B.

3. For all Time and Material designated Streams and Task Orders the Contractor shall submit a monthly invoice to the State. The invoice shall include the number of workers by rate card category and a breakdown of hours worked by task. Optum shall provide reports noted in Section 8 above in an Excel Workbook along with its monthly invoice, with the understanding the invoices reflect actual hours worked. After validating the content of the invoice the State will pay the invoice in accordance with State's standard payment provisions. State may audit invoices as allowed under the Right to Audit provision in Attachment C of this Contract.

4. The State shall have no obligation to initiate work Stream 3 or 4 and may, in its sole discretion, decline to initiate either or both.

   The State may initiate work under Streams 3 and 4 by requesting Task Order proposals from the Contractor. Each Task Order proposal shall be set forth in the form Attached as Exhibit 1 to Attachment A and shall include the following:
   1. Project Contact
   2. Type of Activity
   3. Project Goal(s)
   4. Brief Description of Project
   5. Project Deliverable(s)
   6. Estimated Project Duration/Phasing
   7. Description of Expected Timeline of Project
   8. "Not to Exceed" Budget

   Upon the State's consideration of the Task Order proposal, and before any work may begin, the State shall review and accept or reject the Task Order. One accepted, it shall be submitted to the Contractor for execution. Both parties have the right to submit modifications or reject any Task Order. The final Task Order document shall receive approval by the State and be signed by the Contractor, the State Authorized

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Representative, and the DVHA Business Office prior to engagement in the Task Order. Each Task Order must be signed by both parties before any work shall begin. Excluding the Specification of Work descriptions in Attachment A, and the maximum amount payable with respect to Streams 3 and 4, no Task Order entered into hereunder shall in any way amend, conflict with or supersede this Contract and any such provisions of a Task Order which purport to amend, conflict or supersede this Contract shall be void and have no effect. The parties acknowledge and agree that it is the intent of the assessments performed in Stream 1 and Stream 2 to establish the specific Specification of Work required to be performed in Stream 3 and Stream 4. The pricing set forth in Attachment B with respect to Stream 3 and Stream 4 may be increased or reduced, and milestone payments established as the parties may agree in a Task Order once the assessments in in Streams 1 and 2 have been performed. The terms and conditions of each Task Order shall be incorporated herein.

The State will not pay for services that are not previously approved in a Task Order by both authorized representatives listed within this section. The State Authorized Representative and the DVHA Business Office have final authority over whether a Task Order is initiated under this Contract. Changes to a Task Order shall be accomplished by written modification as agreed to by both parties and will be reflected in an amended and restated Task Order.

State Authorized Representatives:

>   Emily Trantum, Procurement Manager
>   Role: Contract Administrator
>   Department of Vermont Health Access
>   312 Hurricane Lane
>   Williston, VT 05495
>   emily.trantum@state.vt.us

>   Robert Skowronski, Deputy Commissioner
>   Role: Contract Manager
>   Department of Vermont Health Access
>   312 Hurricane Lane
>   Williston, VT 05495
>   Robert.Skowronski@state.vt.us

All notifications by the State shall be submitted to Contractor's Director of Accounting:

>   Authorized Contractor Representative:
>   Brian Holcomb, Director of Accounting
>   OptumInsight, Inc.
>   13625 Technology Drive, Eden Prairie, Minnesota, 55344
>   Brian.holcomb@optum.com

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Kathlyn Wee, Senior Vice President
Optum Government Solutions
kathlyn.wee@optum.com

All Deliverables/ shall be delivered to the State in accordance with this Agreement and the applicable Task Order. The State will have 10 business days to review and accept all reports, plans and deliverables under this Agreement, unless otherwise specified in this Contract, a Task Order or a Deliverable Expectations Document. The 10 days State review period shall begin the day after receipt of the Deliverable specified in this Agreement and any applicable Task Order, unless otherwise specified in this Contract, a Task Order or a Deliverable Expectations Document. Should the State require revisions to submitted reports, plans or Deliverables, the Contractor shall be notified by the 10th business day of any revisions, and have up to 5 days to revise and submit to the State, unless otherwise specified in this Contract, a Task Order or a Deliverable Expectations Document. The State shall have up to 3 business days to review any submitted revisions. However, in the case there is not substantial progress in response to revisions the State has requested the State may advise Contractor that substantial progress has not been made and request an immediate meeting to finish the work on the deliverable.

5. No benefits or insurance will be reimbursed by the State.

6. Unless otherwise specifically provided herein or in a Task Order, the Contractor shall issue to the State, approximately sixty days in arrears, a separate invoice in U.S. Dollars for the amounts due for work completed in accordance with this Contract or a Task Order. Each invoice shall include detail and categories of information mutually agreed upon by the parties by each Stream as outlined in the Specification of Work or in a Task Order on which charges are based and include calculations used to establish charges. All periodic charges under this Contract (excluding charges based upon actual usage or consumption of Services) shall be computed on a calendar month basis and shall be prorated for any partial month. Invoices must be submitted to:

Business Office, Contracting Unit
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495

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EXHIBIT I TO ATTACHMENT B
RATE CARD

Rates are inclusive of all travel and expenses.

IT Staff	RATE
Administrative/Clerical Level 2	**$ 81**
Analyst Level 2	**$ 86**
Analyst Level 3	**$ 104**
Analyst Level 4	**$ 127**
Analyst Level 5	**$ 161**
Business Functions Associate Partner 1	**$ 460**
Computer Security Systems Specialist	**$ 230**
Data Center Analyst	**$ 173**
Database Management Specialist	**$ 132**
Design & Development Engineer Level 2	**$ 115**
Design & Development Engineer Level 3	**$ 155**
Design & Development Engineer Level 4	**$ 178**
Design & Development Engineer Level 6	**$ 230**
Marketing Communications Consultant	**$ 109**
Network Engineer	**$ 144**
Performance Engineer	**$ 132**
Product Manager	**$ 121**
Product Researcher	**$ 121**
Program Administration Specialist	**$ 86**
Project Manager	**$ 207**
Quality Assurance Manager	**$ 127**
Quality Assurance Specialist	**$ 104**
Senior Business Process Reengineering Specialist	**$ 150**
Senior Comp Security Systems Specialist	**$ 161**
Senior Program Administration Specialist	**$ 121**
Senior Project Director Level I	**$ 259**
Systems Operator	**$ 92**
Telecommunications Network Engineer	**$ 115**
Training Specialist	**$ 104**
Operations Staff	RATE
Consumer Engagement Specialist	**$ 38**
Consumer Engagement Coach	**$ 40**
Program Manager	**$ 270**
Senior Project Director Level 1	**$ 270**

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Project Manager	**$ 207**
Analyst (Level 2)	**$ 86**
Analyst (Level 3)	**$ 104**
Analyst (Level 4)	**$ 127**
Training Specialist	**$ 104**
Lewin Staff	**RATE**
SVP	**$374**
VP	**$316**
Managing Consultant	**$288**
Senior Consultant	**$259**
Consultant	**$190**
Research Consultant	**$161**
SR Research Analyst	**$104**
Admin Assistant	**$81**

IT Staff – Security	**Rate**
Computer Security Systems Specialist	**$115**
Security Program Manager	**$270**
Security Project Manager	**$207**
Security Senior Project Director Level 2	**$328**
Security Subject Matter Expert Level 1	**$201**
Security Subject Matter Expert Level 2	**$247**
Senior Comp Security Systems Specialist	**$161**

Onegate Requirements and Design	**$310**
Onegate Testing/Remediation	**$310**
Onegate Project Manager / Product Implementation Lead	**$310**
Onegate Maintenance and Operations (M&O)	**$310**
Benaissance Architect/DBA	**$310**
Benaissance Developer	**$310**
Benaissance Project Manager/Engagement Manager	**$255**
Benaissance Business Analyst	**$255**
Benaissance QA	**$255**
Benaissance Relationship Manager/Data Specialist	**$225**
SOA Integration Lead	**$305**
SOA Architect	**$232**
SOA Senior Developer	**$232**

Siebel Configurator	**$272**
Environment Manager	**$367**
WebCenter Lead	**$305**
IDM Lead	**$367**
IDM Developer	**$305**
FMW Developer/Installer	**$328**
OBIEE Consultant	**$305**
Siebel Developer/Installer	**$305**

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.

3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

   After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

   The Party shall indemnify the State and its officers and employees in the event that the State,

its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance**: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Per Occurrence

$1,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: $1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

*Professional Liability***:** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of *$____1,000,000_____* per occurrence, and *$___3,000,000_____* aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

   For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133.   For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **Records Available for Audit:** The Party shall maintain all records pertaining to cost incurred under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. **Set Off**: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. **Taxes Due to the State**:

   a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

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b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. **Child Support**: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

a. is not under any obligation to pay child support; or
b. is under such an obligation and is in good standing with respect to that obligation; or
c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. **Sub-Agreements**: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. **No Gifts or Gratuities**: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. **Copies**: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's

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debarment list at: http://bgs.vermont.gov/purchasing/debarment

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

State of Vermont – Attachment C_9/2/2014

ATTACHMENT D
MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F

1. The requirements contained in Attachment C, Paragraph 1, are modified to add the following sentence:

    Entire Agreement. In the event that one or more provisions of this contract are found to be invalid, unenforceable or illegal by a Court of competent jurisdiction, the remaining terms shall remain in full force and effect.

2. The requirements contained in Attachment C, Paragraph 4, are modified to amend the following paragraph:

    Appropriations: In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State agrees to give notice to the Party within two business days after a non-funding event. This Agreement shall immediately terminate upon the Party's receipt of this notice and the State shall make payments for services rendered prior to the notification of the non-funding event.

3. The requirements contained in Attachment C, Paragraph 6, are modified to add the following:

    Independence, Liability:

    The Party shall not be responsible for the indemnity of the State to the extent damages or losses arise from the acts or omissions of the State, its officers or employees, including the State's unauthorized or inappropriate use of or modifications to the deliverables under this Contract.

    Limitation of Liability:

    CONTRACTOR'S AGGREGATE LIABILITY TO THE STATE OF VERMONT IN CONNECTION WITH STREAMS 1, 2 AND 3 OF THIS AGREEMENT (WHETHER UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED TWO (2.0) TIMES THE AGGREGATE MAXIMUM CONTRACT AMOUNT PAYABLE FOR STREAMS 1, 2 AND 3. CONTRACTOR'S AGGREGATE LIABILITY TO THE STATE OF VERMONT

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IN CONNECTION WITH STREAMS 4, 5 AND 6 OF THIS AGREEMENT (WHETHER UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LAW OR EQUITY), SHALL NOT EXCEED ONE AND A HALF (1.5) TIMES THE AGGREGATE MAXIMUM CONTRACT AMOUNT OF STREAMS 4, 5 AND 6 AS THE SAME MAY BE MODIFIED FROM TIME-TO-TIME. CONTRACTOR'S AGGREGATE LIABILITY TO THE STATE OF VERMONT IN CONNECTION WITH A NOTIFICATION EVENT, AS DEFINED HEREIN, SHALL NOT EXCEED $2 (TWO) MILLION DOLLARS.

CONTRACTOR SHALL NOT BE LIABLE TO THE STATE FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY OR LOSS OF ANTICIPATED BUSINESS OR PROFITS IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

THE FOREGOING LIMITATIONS SHALL NOT APPLY TO STATE CLAIMS ARISING DIRECTLY OUT OF (A) CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE FOR COPYRIGHT, PATENT OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT; (B) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (C) THE CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE STATE, OTHER THAN A NOTIFICATION EVENT OR (D) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR VIOLATIONS OF LAW CONSTITUTING MISCONDUCT.

4. The requirements contained in Attachment C, Paragraph 7, are substituted with the following language:

Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

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$1,000,000 Per Occurrence

$5,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: $5,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

*Professional Liability***:** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain Technology Professional Liability insurance for any and all services performed under this Agreement, with minimum third party coverage of **$25,000,000** per claim, **$25,000,000** aggregate.

5. Attachment C, Section 9 is hereby modified with the addition of the following:

    To the extent Contractor determines itself to be a "subrecipient" for purposes of the federal government's Annual Report and single audit requirements (i) for fiscal years ending before December 25, 2015, contractor shall comply with OMB Circular A-133; and (ii) for fiscal years ending on or after December 25, 2015, Contractor shall comply with 2 CFR Chapter I, Chapter II, Part 200, Subpart F.

6. The requirements contained in Attachment C, Paragraph 13, are modified to add the following clause.

    Most State purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items.

7. The requirements contained in Attachment C, Paragraph 15 are modified to add the following sentence:

    Sub-Agreements: Notwithstanding the foregoing, Party may utilize staff-augmentation contractors or staff from Affiliates in the ordinary course of business, and in every such instance, prior written approval of the State shall not be required. Party shall be responsible for liability arising from the acts or omissions of such contractors, affiliates and other agents.

8. In addition to the standard terms and conditions in Attachment C, the parties agree to the following terms with respect to the confidentiality of information and security breach notice:

Confidentiality of Contractor Information: The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Records Act, 1 V.S.A. § 315 et seq. (the "Act").   The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Act. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information.

The State acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating future agreements between the parties, the State may learn "Contractor Confidential Information". Except as otherwise provided in the applicable laws of the State of Vermont, "Contractor Confidential Information" means information, whether presented orally or in writing, and whether or not marked as "confidential" or "proprietary," including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors which do not know it or use it.

The State agrees that (a) it will use the Contractor Confidential Information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor Confidential Information as it provides to protect its own similar confidential and proprietary information; except as required by the Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Agreement; (d) it will take all reasonable precautions to protect the Contractor's Confidential Information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor shall affix an appropriate legend to Contractor Confidential Information that is provided under this Agreement to reflect the Contractor's determination that any such information is Contractor Confidential Information, which means either it is marked as "confidential" or "proprietary" at time of delivery or for information that is disclosed orally or visually, it is designated "confidential" or "proprietary" at the time of disclosure.

The Contractor agrees that such designation shall not prevent the State from complying with the Act.

Confidentiality of State Information. In performance of this Contract, and any Attachment or Exhibit hereunder, the Party acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law. In addition to the provisions of this Section, the Party shall execute the HIPAA Business Associate Agreement attached as Attachment E. Before receiving or controlling State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. State Data, governed by privacy law and regulations, shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all information received and collected by Contractor in connection with this Contract ("State Data"). The Contractor agrees not to publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form or authorize or permit others to do so. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall use State Data only for the purposes of and in accordance with this Agreement. The Contractor shall provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information. The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

Solely with respect to the Contractor's scope of services expressly set forth under this Contract, and any applicable Task Order agreed to and executed by the parties, the Contractor shall follow the existing Vermont Health Connect (VHC) control framework during the term of this Agreement including industry standard administrative technical, and physical safeguards and controls consistent with *NIST (National Institute of Standard and Technology) Special Publication 800-53* (Rev.3 or higher), *Federal Information Processing Standards Publication 200* and *Internal Revenue Service Publication 1075* which are designed to (i) ensure the security

and confidentiality of State Confidential Information; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data and; (iii) protect against unauthorized access to or use of State Data. The Contractor will utilize VHC technical measures to include at a minimum: (1) access controls on information systems, including multiple levels of authentication controls to permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) access VHC information systems through a secure encrypted network connection to State networks where provided by VHC; (4) measures to store in a secure fashion all State Data which shall include reasonable encryption where indicated and multiple levels of authentication; 5) follow VHC dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Confidential Information; (6) measures to ensure that the State Confidential Information shall not be altered or corrupted without the prior written consent of the State; and (7) completion of VHC staff training to implement the information security measures. In no event shall Contractor be liable for any non-compliance related to NIST standards that arises out of products or services that fall within either the State's responsibility or the responsibility of another vendor under contract with the State.

In the event the Contractor builds systems according to the Specifications of Work in Attachment A, Contractor shall follow the existing Vermont Health Connect (VHC) control framework during the term of this Agreement including industry standard administrative technical, and physical safeguards and controls consistent with *NIST (National Institute of Standard and Technology) Special Publication 800-53* (Rev.3 or higher) and *Federal Information Processing Standards Publication* 200 in accordance with federal regulations governing the use of data on state based insurance exchanges.

Security Breach Reporting: The Contractor acknowledges that in the performance of its obligations under this Contract, it may be a "data collector" pursuant to Chapter 62 of Title 9 of the Vermont Statutes (9 V.S.A. §2430(3)). In addition to the requirements set forth in any Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach the Contractor shall report any information breach to Customer as soon as practicable, but in no event later than ten (10) business days from the confirmation by Vendor of such information breach and its applicability to Customer's data (subject to restrictions set by applicable law)."

The Contractor acknowledges that in the performance of its obligations under this Contract, it may be a "data collector" pursuant to Chapter 62 of Title 9 of the Vermont Statutes (9 V.S.A. §2430(3)). In addition to the requirements set forth in any Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach the Contractor either suffers or learns of that compromises State Data (including PII, PHI or ePHI) in any format or media (for example, but not limited to: physical trespass on a secure facility; intrusion or hacking or other brute force attack on any State environment; loss or theft of a PC, laptop, desktop, tablet, smartphone,

removable data storage device or other portable device (; loss or theft of printed materials; or failure of security policies (collectively, a "Security Breach"), in accordance with 9 V.S.A. § 2435(b)(2), the Contractor shall notify appropriate State personnel of such Security Breach no later than two (2) business days after becomes aware of the Security Breach.

The Contractor's report shall identify: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes, HIPAA and/or HITECH) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to fully cooperate with the State, assume responsibility for such notice if the State determines it to be appropriate under the circumstances of any particular Security Breach, and assume the costs associated with a Security Breach and Notification Event to the extent the Security Breach and Notification Event is the responsibility of the Contractor, including but not limited to, notice, outside investigation and services (including mailing, call center, forensics, counsel and/or crisis management), and/or credit monitoring.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

9. In addition to the standard terms and conditions in Attachment C, the parties add the following terms:

Inapplicability of Certain Affordable Care Act Provisions: The State understands that the Contractor is 100% beneficially owned by OptumInsight, Inc., which is 100% beneficially owned by UnitedHealth Group, which also owns 100% of United Healthcare (UHC). In the event that United Health Care (UHC) intends to offer health plans on the Vermont Health Insurance Exchange, subject to applicable State law and regulation, and HHS' interpretation of the federal law 42 U.S.C. § 18031 (f)(3) and 45 C.F.R. 155.110, the State agrees its selection of health plans to offer on the Health Insurance Exchange will not be affected solely by the contractual relationship between the State and the Contractor, an Affiliate of UHC.   This agreement is expressly subject to (i) HHS' interpretation of the federal law 42 U.S.C. § 18031 (f)(3) and 45 C.F.R. 155.110; and (ii) the eligibility of the Contractor under applicable State law. Further, this Agreement in no

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way limits the ability of the State of Vermont from determining to exclude the Contractor or its affiliates from participation as an insurance carrier on the State's Health Insurance Exchange for reasons other than this Contract. The State shall seek confirmation from HHS that (1) the eligible entity provisions at 42 U.S.C. § 18031(f) (3) and 45 CFR § 155.110, and (2) the requirements set forth in 45 C.F.R. § 155.215, do not apply to this Agreement. Upon receipt of such confirmation, the State will provide copy of the confirmation to Contractor.

10. In addition to the standard terms and conditions in Attachment C, the parties add the following term:

Price Determination: The parties recognize and agree that the IT services to be provided under this contract are commercial services sold in substantial quantities to the general public based on market prices, and the State has determined that the labor rates provided by the Party are in line with market prices for such services in the commercial marketplace, and are therefore fair and reasonable.

11. In addition to the standard terms and conditions in Attachment C, the parties add the following term:

Award of Agreement: DVHA represents and certifies Contractor has been awarded this contract in accordance with applicable State law and policy.

12. In addition to the standard terms and conditions in Attachment C, the parties add the following terms:

Mitigation of OCIs:

Contractor acknowledges and agrees that, in the performance of this Agreement it may have access to State Confidential Information of a precise nature that is related to the HSE and the VHC ("Inside Information"). Further, Contractor acknowledges and agrees that this access to Inside Information could potentially provide it with a competitive advantage were it to seek to participate in a solicitation to perform additional services for the State related to the HSE. In order to mitigate this potential conflict of interest or the appearance of a conflict of interest, Contractor shall maintain a system of policies, procedures and safeguards (collectively "Protective Measures"), to prevent the inadvertent transfer of Inside Information between Contractor personnel assigned to perform Services under this Contract and Contractor personnel engaged in the development of the proposal response for the Integrated Eligibility procurement where Inside Information could provide Contractor or its affiliates with an unfair competitive advantage. Protective Measures shall include but are not limited to the following: Identifying individuals who are engaged in the performance of this contract who may have access to Inside Information; establishing directives that such individuals only use Inside Information for purposes of carrying out the Contract and that they do not communicate Inside Information to any other Contractor teams or personnel engaged in State of Vermont projects or pursuits; and establishing a secure, data environment, such as a secure SharePoint, to house all such Inside Information utilized by Contractor to perform the Contract. Contractor's Protective Measures shall be designed to ensure that all Inside Information is only accessible to Contractor Personnel on a program specific

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need-to-know basis and to prevent the transmission of Inside Information to any other Contractor Personnel. The Protective Measures will be put in place upon execution of this Agreement and shall remain in place until the award of the Integrated Eligibility contract.

By executing this contract, and assuming Contractor's strict compliance with the Contractor's foregoing agreement regarding the institution of Protective Measures, the State has determined that the Party's performance of the Services does not create a current Organizational Conflict of Interest ("OCI"). In the event Contractor subsequently becomes aware of any OCI, Contractor will promptly notify the State, propose a mitigation plan, if needed, and will not proceed until mutually acceptable means are taken to mitigate the OCI where the parties jointly determine that such a mitigation plan is required.

13. In addition to the standard terms and conditions in Attachment C, the parties add the following terms:

Force Majeure: The failure of either party to perform under this Agreement shall be excused, and shall not be cause for termination, to the extent such failure to perform is due to the extent a party is hindered or prevented from complying therewith because of labor disturbances (including strikes or lockouts) outside of the non-performing party's control, acts of war, acts of terrorism, vandalism or other aggression, acts of God, fires, storms, accidents, governmental regulations outside of a party's control, failure of Internet access or service, or any other cause whatsoever beyond a party's control.

14. In addition to the standard terms and conditions in Attachment F, subsection 10, the parties add the following terms:

Intellectual Property/Work Product Ownership

This Agreement is in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, and is subject to, and incorporates by reference, 45 C.F.R. 74.36 and 45 C.F.R. 92.34 governing rights to intangible property. The Contractor must deliver all intangible property, including but not limited to, intellectual property, to the State in a manner that ensures the Centers for Medicare & Medicaid Services, an Agency of the Department of Health and Human Services, obtains the rights required by the above-cited regulations.

"**Work Product**" means any tangible or intangible work product, creation, material, item or deliverable, documentation, information and/or other items created by Contractor, either solely or jointly with others, and which are developed, conceived of, prepared, procured, generated or produced by Contractor specifically for this Contract. Work Product may include ideas, inventions, improvements, discoveries, methodologies or processes, or writings, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, specifications,

operating instructions, procedures manuals, or other documentation.. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Technology, provided the State shall be granted a non-exclusive license to any such Contractor Technology that is incorporated into Work Product solely for the State's internal use and used solely as part of the Work Product consistent with the license rights provided under 45 C.F.R. 74.36 and 45 C.F.R. 92.34. The license to Contractor Technology may be subject to applicable fees on such terms as the parties may agree.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor Technology.

"Contractor Technology" means any work, ideas, inventions, discoveries, tools, methodology, compute programs, processes and improvements, computer processes, specifications, operating instructions, notes and any other documentation (whether or not patentable) that (a) has been created by Contractor or its third party supplier prior to entering into this Agreement, (b) will be created during the Term of this Agreement or thereafter but outside the scope of this Agreement, including independent developments that do not use or reference any State Information and (c) customizations or modifications to tangible or intangible property falling within the definitions of (a) or (b) even if created as a provision of the Services set forth in this Agreement by either Contractor or a third party supplier or subcontractor. Contractor or Contractor's third party supplier or subcontractor shall retain ownership of any and all Contractor Technology, provided that if any Contractor Technology is included as part of a Work Product or is otherwise delivered to the State under this Agreement, such Contractor Technology shall be licensed to the State and CMS on a non-exclusive basis for the State to use in connection with the Work Product or if a stand-alone deliverable, then in accordance with the Contractor or applicable third party's standard end user license agreement, with rights no less restrictive than that set forth in 45 C.F.R. 74.36 and 45 C.F.R. 92.34.

State hereby grants to Contractor an irrevocable, perpetual, world-wide license to use, have used, improve, further develop and sub-license intangible Work Product developed under this Agreement for any legal business purpose. State may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Agreement.

Contractor shall report to the State, promptly and in written detail, any notice or claim of copyright infringement received by Contractor with respect to all deliveries under this Agreement.

To the extent Contractor delivers any intangible property developed with private funding or otherwise developed outside the scope of this Agreement, the State will have

Restricted Rights (1) if such property is non-commercial software; (2) the vendor's standard commercial license, if such property is commercial software; and (3) limited rights, if such property is other than software. Restricted Rights means that the software may not be used, reproduced, or disclosed except that it may be: (1) used or copied for use with the computer(s) for which it was acquired; (2) used or copied for use with a backup computer if any computer for which it was acquired is inoperative; (3) reproduced for safekeeping (archives) or backup purposes; (4) modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights; (5) disclosed to and reproduced for use by support service contractors or their subcontractors for one of the purposes described in (1) through (4), provided that the State provides prior notice to Contractor and obtains a non-disclosure agreement with the recipients; and (6) used or copied for use with a replacement computer.

Limited Rights means that the property may be reproduced and used by the State with the express limitation that they will not, without the written permission of Contractor, be used for purposes of manufacture nor disclosed outside the State government.

When feasible, Contractor shall affix an appropriate legend to intangible property delivered under the contract to reflect whether it is (1) developed under the contract with contract funds, entitling the State to a license for State purposes; (2) developed outside the contract or with private funds, and subject to Restricted Rights or Limited Rights; (3) commercial software subject to the terms of a commercials software license.

In performing the work, Contractor will use its proprietary intangible property, including tools and information that it will not deliver under the contract. The State obtains no rights in any intangible property that is not a deliverable under the contract.

To the extent that the Contractor delivers any commercial computer software under this agreement, whether such software is owned by the Contractor or a third party, the State shall receive the licensor's standard commercial license rights with respect to such software.

15. **State Facilities**. During the term of this Contract, the State may make available to Contractor space in any State facility applicable to the services set forth in Attachment A hereto ("Services"), subject to the conditions that Contractor; (i) shall only use such space solely and exclusively for and in support of the services; (ii) shall not use State facilities to provide goods or services to or for the benefit of any third party; (iii) shall comply with the leases, security, use and rules and agreements applicable to the State facilities; (iv) shall not use State facilities for any unlawful purpose; (v) shall comply with all policies and procedures governing access to and use of State facilities that are provided to Contractor in writing; (vi) instruct Contractor personnel not to photograph or record duplicate, disclose, transmit or communicate any State information, materials, data or other items, tangible or intangible, obtained or available as a result of permitted use of the commencement of this Contract, ordinary wear and tear excepted. State facilities will be

made available to Contractor on an "AS IS, WHERE IS" basis with no warranties whatsoever.

16. **Warranties.** The Contractor represents, warrants and covenants that:

  i.   The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.

  ii.   There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.

  iii. The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.

  iv.   All deliverables will be free from material errors and shall perform in accordance with the specifications therefor at the time of delivery.

  v.   The Contractor owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the deliverables as set forth in this Contract and none of the deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.

  vi.   Each and all of the services shall be performed in a timely, diligent, professional and workpersonlike manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment. The Contractor has adequate resources to fulfill its obligations under this Contract.

  vii. Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

17. **Continuity or Performance**. In the event of a dispute between the contractor and the State, each party will continue to perform its obligations under this Contract during the resolution of such dispute unless and until this Contract is terminated in accordance with its terms.

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18. **Independent Review**. The Contractor acknowledges and agrees that the State is required pursuant to 3 V.S.A. § 2222 to obtain an independent expert review of this contract and the services to be rendered hereunder, which review shall be commenced as soon as practicable, after the Effective Date of this contract. Such review will include, as required by law: (A) an acquisition cost assessment; (B) a technology architecture review; (C) an implementation plan assessment; (D) a cost analysis and a model for benefit analysis; (E) a procurement negotiation advisory services contract; and (F) an impact analysis on net operating costs for the Agency carrying out the activity. Upon completion of the review, and upon the State's request, the Contractor shall meet with the State to discuss the results and the Contractor will cooperate with the State to address any aspects of the contract or services that are identified in the review as the State deems necessary. The Contractor acknowledges and agrees that the Contract and/or applicable Task Orders may be amended to address the issues necessary in the review on such terms as the parties may agree.

19. **No Offshore Services.**   Contractor shall not conduct business operations services involving State Data and federal data governed by privacy laws and regulations ("Protected Information") in connection with this Contract offshore. At no time shall the Contractor maintain, use, transmit, or cause to be transmitted Protected Information outside the United States and its territories.

20. **Treatment of IRS Information.**

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work will be done under the supervision of the contractor or the contractor's employees.
2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract.
    Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
4. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a

statement containing the date of destruction, description of material destroyed, and the method used.

6. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

7. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

8. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

9. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a.

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Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

III. INSPECTION:
The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Human Services, operating by and through its Department of Vermont Health Access ("Covered Entity") and OptumInsight, Inc. ("Business Associate") as of June 6, 2014 ("Effective Date"). This Agreement supplements and is made a part of the contract/grant to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:
1.   Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

"Agent" means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

"Breach" means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

"Business Associate shall have the meaning given in 45 CFR § 160.103.

"Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"Protected Health Information" or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

"Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

"Services" includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

"Subcontractor" means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2.   Identification and Disclosure of Privacy and Security Offices. Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity's contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

3.   Permitted and Required Uses/Disclosures of PHI.

3.1   Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2   Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3   Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4.   Business Activities. Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify

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Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5.   Safeguards. Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI. In the case Business Associate asserts a proprietary safeguard it shall mark such safeguard as such and the State shall limit its review of the document to those who must review it.

6.   Documenting and Reporting Breaches.
  6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

  6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

  6.3   When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2).   When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its

Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4   Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7.   Mitigation and Corrective Action. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8.   Providing Notice of Breaches.
8.1   If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2   If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3   The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4   The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate

harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5   Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice).   In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9.   **Agreements with Subcontractors**. Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10.   **Access to PHI**. Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

11.   **Amendment of PHI**.   Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

12.   **Accounting of Disclosures**. Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

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13. **Books and Records**. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make non-proprietary policies and procedures available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. **Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.7.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. **Return/Destruction of PHI**.

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

16.   Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

17.   Security Rule Obligations. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

> 17.1   Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

> 17.2   Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

> 17.3   Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor).   Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident. For purposes of this section 17.3, Security Incident shall only mean known successful attempts by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system. Any unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system shall not be reported to Covered entity.

> 17.4   Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

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18.   Miscellaneous.

18.1   In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

18.2   Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

18.3   Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4   In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

18.5   As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

18.6   Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

18.7   Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

18.8   The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 9/21/13)

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.

2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Contractors**:

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

   Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP* (Automated Data

Processing) *System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency**. The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration**. When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

   Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

   Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

   Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

   Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department

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of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

    The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

    If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

    1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.

    2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

    The State will not supply e-mail accounts to the Contractor.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non–discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

    The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act

of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Attachment F - Revised AHS -12/10/10

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ATTACHMENT G
Scope of Maintenance and Operations Services

SCOPE OF MAINTENANCE & OPERATIONS SERVICES.

1.   **Managed Applications and Resources**The Managed Applications, to which the Services described in this Document apply, as well as the supporting resource requirements.

2.   **HSEP Services Generally**Contractor shall perform the Health Services Enterprise Platform ("HSEP") and Vermont Health Connect ("VHC") application services described in this Document by executing the tasks, functions and responsibilities designated as Contractor's responsibilities and Contractor's portion of any task, function or responsibility designated as the Parties' joint responsibility.

Specific HSEP Services Contractor's obligations with respect to specific types of HSEP Services are set forth in one or more Sections in this Document. The HSEP Services are described in the following Sections:

Application Maintenance and Operations Services. Contractor shall provide the Application Operations and Maintenance Services described in this Document for the HSEP and its Applications with VHC being the only application currently on the HSEP;

Enhancement Services. Contractor shall provide the Enhancement Services described in Section 5 for Discretionary Service Requests and Enhancement Work Orders approved in accordance with the terms of Section 5 for the HSEP Applications identified in Section 2;

Cross Functional Services. Contractor shall provide the Cross Functional Services described in Section 6 in accordance with the terms of Section 6 for the HSEP Applications identified in Section 2.

Responsibility Matrices For each type or category of Services, a Section may include a description or a responsibility matrix or both. Each responsibility matrix in such Sections sets forth the respective task-level responsibilities of Contractor and Client for the category of Services described in the description in which such matrix is located. Without limiting the generality of each such description, Contractor shall perform those tasks and activities for which Contractor is listed as the responsible Party in the applicable matrix, and Client shall perform those tasks and activities for which Client is listed as the responsible Party in the applicable matrix.

Out of Scope The following functions and responsibilities are specifically outside the Scope of this Document:

Provision of HSEP Services for any systems and Applications that are not within Contractor's Scope of responsibility, as set forth in Section 2.   As new services are added into the HSEP platform, change controls will be required to determine what additional effort might be required by the contractor to support that service;

Incidents and Service Level defaults that result from failures of Client or third party providers to provide, manage, maintain and support systems and Applications that are not within Contractor's Scope of responsibility & Contractor has no control over, as set forth in Section 2;

All functions and responsibilities related to the Services that are not expressly identified in this Document as within Contractor's Scope of responsibility under this Document;

Consulting services not within the scope of this document; and

Business management services or other business process outsourcing services.

Except as set forth in Section 4, Application Maintenance & Operations Services, Release Management, of this Exhibit G, the Client shall be responsible for the licensing, maintenance and development of the Armedica OneGate software. The parties agree that the Client shall be responsible for obtaining and providing to Contractor any updates/upgrades to the Armedica OneGate software from the manufacturer. Contractor shall be responsible for performing release management services.

PERSONNEL AND SUBCONTRACTORS.

REPORTSContractor shall provide the reports listed in Section 9 Term and Termination.
Term language. These HSEP Services shall begin October 7, 2014 and shall continue through the earlier to occur of (i) December 31, 2014; (ii) the execution of a contract for Maintenance and Operations Services between the Contractor and the State Department of Information and Innovation ("DII M&O Contract"). If the DII M&O Contract is entered into prior to October 31, 2014, this Stream 06 shall terminate effective October 31, 2014 and if the DII M&O Contract is entered into after October 31, 2014 but prior to November 30, 2014, this Stream 06 shall terminate effective November 30, 2014.

Effect of Partial Termination
In the event that any portion of the HSEP Services are terminated for a Managed Application, then (a) this Document shall be renegotiated by the Parties for all ongoing HSEP Services, and (b) Contractor's obligation to comply with all Service Levels with respect to such Managed Application shall be suspended as of the effective date of such termination.

CLIENT RESPONSIBILITIES Without limiting its other obligations under this Document, Client shall:

Designate to Contractor, in writing, current emergency contacts, including name, address, telephone, mobile phone and e-mail address. Emergency contacts shall be the primary contacts notified in case of any HSEP Services-related Service Level 1 or Severity Level 2 incidents.

Obtain all licenses necessary for Applications and other intellectual property other than those for which Contractor is responsible, as set forth in Section 2. Client shall acquire and maintain, during the term of this Document, all necessary maintenance and support for such Applications and intellectual property.

Provide notice to Contractor of any business changes at least 48 hours prior to the change that may impact delivery of HSEP Services (e.g., large changes in the expected volume of Users for a Managed Application, modifications in lines of business, or significant changes in the use of a particular System).

Except as expressly stated otherwise in this Document, be responsible for all costs and expenses related to remotely accessing and using the HSEP Services, including

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acquiring and maintaining the applicable Software, Equipment, and telecommunications services.

Except as expressly stated otherwise in this Document, configure and manage the Equipment and Software located at Client's facilities, including telecommunications up to the Contractor demarcation point.

Except as expressly stated otherwise in this Document, be solely responsible for any code, Software, Equipment or services utilized or provided by Client, whether or not developed by Client or a third party.

Be responsible, on a time and materials basis as agreed to by the Parties in a Change Order or separate Document, for additional services required to maintain and support Managed Applications due to Client's failure to meet its responsibilities under this Document, including as set forth in the Sections to this Document.

Be responsible for Client's use of and access to the Managed Applications and Client Data.

Client agrees not to use or permit use of the HSEP Services, including uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (i) menace or harass any person or cause damage or injury to any person or property, (ii) involve the publication of any material that is false, defamatory, harassing or obscene, (iii) violate privacy rights or promote bigotry, racism, hatred or harm, (iv) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters, or (v) violate any applicable Law. Contractor may remove or disable access to any material that violates this Section and Contractor shall have no liability to Client for taking such action. Client agrees to defend and indemnify Contractor against any claim arising out of Client's violation of this Section.

AUDITSAudit and Compliance. Upon thirty (30) days prior notice to Contractor and during Contractor's business hours, but no more than once each calendar year, Contractor shall allow the State or a Contractor-approved and paid auditing entity, at the State's expense, to enter Contractor's premises and have access to relevant personnel and administrative and security practices reasonably required to review and verify Contractor's compliance with the terms and conditions of this Agreement that relate to data security and privacy. The scope, timing, nature and approach of such reviews to be mutually agreed to in writing by the Parties. Contractor agrees to assess and consider all findings and determine applicability of any recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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Section 1
Defined Terms

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As used in this Document, the following terms shall have the meanings set forth below.

24 x 7 means 24 hours per day, seven days per week, and 52 weeks per year.

AMO Services or Application Maintenance and Operations Services means the Services described in

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Section 4.

Application means a Software product.

Available means, with respect to Managed Application, accessible to Users.

Availability means the state of being Available.

Call Center means the call center operated by Client to take calls from Users with respect to the Managed Applications.

Change means any deliberate action by Contractor that alters the form, fit or function of configuration items (components within a Managed Application) that are within Contractor's Scope of responsibility (as set forth in Section 2) and under Contractor's control.

Change Order means a component of the change management process whereby changes in the Scope of Work agreed to by the client and contractor are implemented.

Change Request has the meaning a request by Contractor or Client via Change Management process for a Change to an Environment.

Change Window means a period of time in which a Change shall be executed and during which the performance or functionality of the Managed Applications may be unavailable, limited, impaired or degraded.

Client or Customer shall mean the State of Vermont, Department of Vermont Health Access.

Client Representative means a designated representative of Client identified in Attachment A to Section 6 that is authorized, by Document of Client and Contractor, to contact the Service Desk, access the Ticket Management System, and submit information regarding Incidents and Service Requests.

Cross Functional Services means the Services described in herein.

Discretionary Service Request means a request documented in the Ticket Management System for a minor upgrade or enhancement to a Managed Application (40 hours or less of effort) that is funded incrementally by Client. A total 2,500 hours of Discretionary Service Requests will be included within this contract. Examples of types of activity that are the subject of Discretionary Service Requests include enhancement or new Software feature or function, new file transfer setups, new eligibility feeds, new business data loads, and *ad hoc* reports.

Disaster means an Unplanned Outage that causes a complete loss of access to and use of the Hosting Provider Programs in the Production Environment at the Primary Site for a period greater than 24 hours.

Disaster Recovery Plan has the meaning set forth in Section 7.1 of Section 6.

Enhancement means any Major Release or other modification to a Managed Application that materially changes its functionality. Enhancements (40 hours or more of effort) also include minor modifications to

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functionality within a Managed Application as defined in approved Discretionary Service Requests.

Enhancement Proposal has the meaning set forth in <u>Section 3.1(A)</u> of <u>Section 5</u>.

Enhancement Proposal Meeting has the meaning set forth in <u>Section 3.1(B) (3)</u> of <u>Section 5</u>.

Enhancement Request has the meaning set forth in <u>Section 3.1</u> of <u>Section 5</u>.

Enhancement Services means the Services described in <u>Section 5</u>.

Enhancement Work Order has the meaning set forth in <u>Section 3.2</u> of <u>Section 5</u>.

Equipment means, for this Document, hardware used in providing the HSEP Services.

Forward Section has the meaning of a document that lists all authorized changes and their planned implementation dates, as well as the estimated dates of longer-term changes. A change schedule is sometimes called a forward schedule of change, even though it also contains information about changes that have already been implemented.

Incident means an unplanned interruption or degradation in the performance of a Managed Application.

Incident Management means Contractor's process for monitoring, entering, reviewing and resolving Incident tickets and Service Requests. The objective of Incident Management is to restore functionality of the applicable Managed Application.

Level 1 Support means the support service that is provided as the entry point for Incidents or inquiries from members. Level 1 Support for Members shall be provided through Client's Call Center Services. This level of support is provided by a focused set of skilled, but generalized, agents. If the Level 1 Support personnel cannot resolve the Incident, the Incident is transferred (through a warm transfer where possible) to the appropriate resolver group for resolution, which may include Level 2 Support personnel or a third party.

Level 2 Support means the handling of Incidents or inquiries through a service ticket or transferred contact, troubleshooting the reported situation and providing solutions to resolve the Incident or satisfy the inquiry in the form of recommendations, workarounds, and administrative fixes or referring the Incident to Level 3 Support for resolution. This level of support is provided by a specialized, cross-environment team of highly skilled agents focused on resolving more complex issues, who are managed as a referral point based on clear scripting and direction.

Level 3 Support means the support service provided by the personnel or third party that is most knowledgeable about the underlying Incident (provided by any combination of application operations and maintenance support, engineering and system administration personnel) and that is utilized when efforts to resolve the issue with Level 1 Support and Level 2 Support have failed or have been bypassed. Incidents and Problems requiring Level 3 Support typically require some sort of hands-on activity.

Maintenance Windows means Sanctioned periods of downtime determined by Contractor during which Contractor may perform general maintenance functions included in the AOM Services and related Cross

Functional Services and during which the performance or functionality of the Managed Applications may be unavailable, limited, impaired or degraded. The current production maintenance window is 1:00am – 5:00am except for Wednesday which is 10:00pm – 5:00am.   The PDC also applies monthly patches on the weekends which requires a Saturday, 9pm – Sunday, 9am window.

Major Release has the meaning of a release of a piece of software which is not merely a revision or a bug fix which contains substantial changes, with respect to the HSEP Applications.

Managed Application means an Application, interface or other Software item identified in Section 2 as a "Managed Application".

HSEP Fees means the Fees identified in Section 8.

HSEP Business Hours of Operations means M-F 7:45am - 8:00pm, Sat 8:00am – 1:00pm Eastern Time.

HSEP Services or **Managed Application Services** means the services, commitments, and responsibilities that Contractor is committing to provide to Client pursuant to this Document, including the AOM Services, Enhancement Services and Cross Functional Services, all as set forth herein.

Member means either (1) an insured individual whose enrollment transaction was processed through the applicable Hosted System (each such Member will remain a Member as long as the Member remains enrolled in the plan) or (2) an individual whose Medicaid eligibility check was processed by the applicable Hosted System, who was redirected to Medicaid enrollment system and who enrolls in a Medicaid plan.

Minor Release has the meaning of a release of a product that does not add new features or content, they are intended to solve minor problems such as bugs or security fixes, with respect to the HSEP Applications.

Non-Discretionary Service Request means a request documented in the Ticket Management System for a minor upgrade or enhancement to a Managed Application that is determined by Contractor to be necessary to keep the Managed Application Available and functioning in accordance with its applicable Requirements. Non-Discretionary Service Requests are performed as part of the HSEP Services at no incremental cost to Client. Examples of Non-Discretionary Service Requests include data corrections, reference table updates and mapping changes, researching denials, missing information, access requests and plan code errors, routine archiving and purging of data, recovering lost data from a backup tape, and manually restaging files that have been internally corrected or externally updated by Client.

Party or **Parties** has the meaning set forth in the preamble.

Priority Level 1 means an Incident that severely impacts or has the potential to severely impact mission critical business operations or has high visibility to external customers - as defined in the State's Service record or as determined by the Optum Command center.

Incidents characterized by the following attributes:

(a) Loss of a business critical CI such as a System, Service, Software, Equipment, network component or facility making the CI:

- un-Available
- substantially un-Available or

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- seriously impacting to normal business operations,

In each case prohibiting the execution of productive work.

(b) Affects a group or groups of people, or a single individual performing a critical business function

Ex: Connectivity to the VHC is down, Inability to Login to the VHC or Siebel, Confirmed Security breach impacting FTI/PHI/PII data, Day 0 virus/worm that may affect the VHC systems, Legislative concerns, Critical supporting services are unavailable or not accessible to State operations (like Siebel, IDM, Web center, ACCESS, OPA), Issues impacting performance guarantees related to enrollment processing, reporting and auditing.

Priority Level 2 means an Incident that significantly impacts or has the potential to significantly impact mission critical business operations or has moderate visibility to external customers - as defined in the State's Service record or as determined by the Command center.

Incidents characterized by the following attributes:

(a)   Does not render a CI such as a System, Service, Software, Equipment, network component or facility un-Available or substantially un-Available, but a function or functions are:

- Not Available

- Substantially Available or functioning as they should, in each case prohibiting the execution of productive work

(b) Affect either a group or groups of people, or a single individual performing a critical business function.

Ex: Unable to access payment pages, Unable to access multiple cases in Siebel, Federal Hub/Remote ID Proofing down, unable to access OBIEE, Delayed notices impacting Legal deadlines, Incidents having Labor intensive workarounds and inefficient for Client, Unable to support Appeal issue with multiple customers due to system issues, Duplicate Payment or invoice processing

Priority Level 3 means an Incident that impacts a non-critical system or component of a Managed Application for a limited number of Users, or that impacts the ability of one or a limited number of Users to perform their primary function.

Ex. Missing Payments in Payment history screen but available in the attachment, Verbiage change to portal due to Legislative/Legal compliance/deadlines, Provisioning Issue related to multiple requests

Priority Level 4 means an Incident that impacts a single User's ability to perform his or her job function.

Ex. Issues related Single user/family, report discrepancies, Single user provisioning issue, and Verbiage changes to the portal.

Priority Level 5 means a request that may or may not be related to an Incident. (Used for Service Requests, Request for Information, and Service Complaints)

For example: Adhoc report generation request, User provisioning request, Assistance in validating the user access or user information (not related to an issue or incident). Non-issue but need assistance.

Problem means the underlying root cause, as determined by Contractor, of one or more Incidents.

Problem Management means Contractor's process of identifying the root cause of Incidents and resolving such underlying root cause with a fix or workaround that is designed in a manner to prevent the Incidents from recurring.

Recovery Point Objective or **RPO** means the prior point in time to which Client Data shall be restored in accordance with the Disaster Recovery Plan.

Recovery Time Objective or **RTO** means the target amount of time to restore HSEP Services after a Disaster has been declared.

Release means one or more changes to an Application that contains new error corrections, fixes, patches, and/or new features or functions and that Contractor makes generally available to its clients receiving maintenance services for the Application.

Restoration means fixing a Priority 1 or Priority 2 Incident or Problem to restore the Managed Application to normal operation. Restoration may be achieved by a temporary workaround.

Root Cause Analysis has the meaning of the process of investigation and diagnosis that leads to the full understanding of the underlying cause.

Security Incident means an Incident that constitutes a violation or imminent threat of violation of security policies, acceptable use policies, or standard security practices applicable to a Hosted System or Managed Application.

Security Requirements has the meaning set forth in Section 4.2 of Section 3.

Service Continuity Management means a subset of Hosting Provider Services under which Hosting Provider continues to deliver Computer and Administration Services for the Production Environment following a Disaster.

Service Desk means the service desk provided by Contractor in accordance with Article 2 of Section 6.

Service Desk Services means the Cross Functional Services described in Article 2 of Section 6.

Service Levels means the performance standards set forth in Section 7.

Service Manager means each Party's representative assigned to act as the Party's primary point of contact with the other Party and who has overall responsibility to coordinate and manage the HSEP Services.

Service Request means either a Discretionary Service Request or a Non-Discretionary Service Request.

Software has the meaning of instructions executed by a computer, including, at minimum, executable machine code.

System has the meaning of the HSEP systems identified in Section 2.

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Document has the meaning set forth in the preamble.

Document Effective Date has the meaning set forth in the preamble.

Ticket means the documentation or electronic record for an Incident, Problem or Service Request, which is opened to identify the existence of a Service Request and remains open until the Incident, Problem or Service Request has been Resolved.

Ticket Management System means the system used to enter and review Incident tickets, Problem tickets and Service Requests.

Third Party Software has the meaning any software from a Third Party Software Vendor, which is not provided by Hosting Provider as part of the Hosting Provider Services, and any software developed or provided by Customer.

Third Party Vendors means a provider, other than M&O Contractor, of products or services.

Tools mean testing, monitoring or other tools or utilities and related know-how, methodologies, processes, technologies, or algorithms.

User means, with respect to a particular System, an individual or entity that accesses such System.

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Section 2

Scope Terms

A.   In-Scope Core Business Functions

The diagram below and Figure – 1 through Figure – 7 in the Appendix identifies each HSEP core business functions, customer services and business operations within the Scope of this Document,

- Managed Applications that Contractor shall provide and support pursuant to this Document, and the classification of each Managed Application as either Third Party Software provided by Contractor, Contractor Property or Client Owned Deliverable.

- Contractor shall be responsible for providing HSEP Services only for the Managed Applications (the "Managed Applications") listed in the documents and table below along with Figure 1 through Figure – 7 in the Appendix which is current state of environment as of 10/1/2014:

	In Scope HSEP Common Platform Services
3.	Master Data Management
4.	Notification Engine
5.	Access Integration
6.	Enterprise Content Management
7.	Rules Engine (OPA)
8.	Identify and Access Management (OAM Suite)
9.	Integrations and interfaces between HSEP and external systems
10.	Web Analytics
11.	Portal (Liferay)
12.	Business Intelligence (OBIEE)
13.	Workflow Management
14.	Database Services

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	In Scope HSEP Common Platform Services
15.	Siebel (Case Management)
16.	SOA Suite (ESB, Registry, Repository, etc.)

A.   Out Of Scope Core Business Functions

The chart below identifies core business functions and call center service and business operations that are not within Contractor's Scope of responsibility under this Document and that, therefore, shall be the responsibility of Client.   The chart below identifies each out-of-Scope core business functions, the probable responsible party and the category of delivery by Client to meet the out-of-Scope business function.

	Out-of-Scope Core Business Functions	**Responsible Party/Application**	**Category**
1.	Policies, processes, and procedures related to the business operating model of running a State Based Marketplace or the Medicaid program	DVHA	Client Tasks/Client Responsibility
2.	Billing & collection ▪ Premium billing ▪ Collection ▪ Accounts receivable management ▪ 820 to Issuers	Benaissance	Client Provided Third Party Software
3.	Notices related to billing for: ▪ Premium billing ▪ Collection ▪ Accounts receivable management ▪ 820 to Issuers	Benaissance	Client Provided Third Party Software
4.	Call Center service ▪ Call center & walk-in centers ▪ Call routing ▪ Customer service representative training and knowledge management ▪ Customer service & operations reporting	DVHA	Client Provided Third Party Software
5.	Financial reconciliation ▪ 1095 ▪ Financial reconciliation and other	TBD	Client Provided Third Party Software

	Out-of-Scope Core Business Functions	Responsible Party/Application	Category
	reporting		
6.	ID card ▪ ID card generation	Issuers	Client Provided Third Party Software
7.	Plan rates ▪ Manual entry of Plan rate updates	Issuers	Client Provided Third Party Software
8.	Operational workaround solutions for functions outside of the scope of the HSEP as defined in this table.	Client Tasks	Client Tasks/ Client Responsibility
9.	Finance, business operations and appeals		Customer Service & Business Operations
10.	Manual Processing of applications and performing manual activities for applicants or members.	Client	Customer Service & Business Operations

Section 4
Application Maintenance & Operations Services

1. OVERVIEW.

Contractor shall provide the Services described in this Document (the "AMO Services") with respect to the CLIENT HSEP Applications.

1. APPLICATION MAINTENANCE & OPERATIONS

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to providing Application support and maintenance for the HSEP Applications.

#	Service, Function or Responsibility	Contractor	Client
Managed Application Support			
	Provide 24 X 7 Level 2 Support and Level 3 Support for Incidents dispatched from the Service Desk, provided that Level 3 Support shall be provided on an	X	

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#	Service, Function or Responsibility	Contractor	Client
	on-call basis outside of business hours only for Priority Level 1 and Priority Level 2Incidents.		
	Provide troubleshooting, analysis and resolution of production Incidents; respond to business queries and ad hoc service requests.	X	
Corrective and Emergency Maintenance			
	Perform corrective and emergency maintenance, including the break/fix activities that enable the Managed Applications to provide the required functionality to meet applicable availability service levels.	X	
	Following Problem Management processes, perform root cause analysis and, as needed, remediation activities for Priority Level 1 and Priority Level 2 Incidents and provide the results to Client personnel.	X	
	In accordance with Contractor's responsibilities for Managed Applications as set forth in Section 2, resolve Incidents affecting the Managed Applications.	X	
Preventive Maintenance			
	Perform preventive maintenance to improve the efficiency and reliability of Managed Applications and minimize ongoing maintenance requirements.	X	
	Monitor and analyze trends in performance and reliability of the Managed Applications to identify potential problems and recommend appropriate actions.	X	
Adaptive Maintenance			
	Perform adaptive maintenance for the Managed Applications, including identifying, developing, testing and implementing modifications to the Managed Applications to maintain usability. Note: such modifications do not include Discretionary Service Requests and Enhancements, which are subject to the Enhancement Services.	X	
	Perform performance testing to determine whether performance of the Managed Applications has been affected by new upgrades to existing operating system or third party software Releases, new or changed equipment as required for Contractor to perform the Services.	X	

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#	Service, Function or Responsibility	Contractor	Client
Application Tuning			
	Perform Application tuning to the Managed Applications to maintain agreed upon performance service levels.	X	
	Proactively evaluate, identify and recommend changes to enhance performance of the Managed Applications.	X	
Release Management (Note: these Release Management Services do not cover Major Enhancements)			
	Perform Release management for all Managed Application Releases including the distribution of updates/upgrades (e.g., new Releases, versions, service packs, patches, and Service Requests) to the Managed Applications. (Major Enhancements are excluded from the scope of this section.)	X	
	Plan and oversee the successful roll-out of Minor Releases of Managed Applications, including break-fix and service requests.	X	
	Establish a Release and distribution process so that any change to the Managed Applications is controlled, tested, authorized and implemented in a structured, consistent and repeatable manner.	X	
	Establish source code management procedures and maintain a secure code management system which holds the HSEP copy and associated documentation for all Managed Application Software, except those versions not released into the Client production environment. Establish procedures for build and deployment of new code to production environments.	X	
Application Quality Assurance			
	Develop, document, implement and manage QA processes and procedures for the delivery of the Application Operations and Maintenance Services.	X	
Interface and Integration Support			
	Provide and document, and perform changes to, interfaces between the Managed Applications and other systems, in accordance with Contractor's responsibilities for the Managed Applications as set forth in <u>Section 2</u>. Provide updated listing of certified interfaces.	X	
	Test all Managed Application interface changes, resolve compatibility issues, and track and report on	X	

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#	Service, Function or Responsibility	Contractor	Client
	compatibility issue resolution.		
	Monitor Managed Application interfaces as necessary to confirm that data transmissions complete successfully; perform data verification and reconciliation as required for troubleshooting reported Incidents.	X	
	Work with Client to develop Interface Control Documents with external partners and third-party vendors required to support the end to end HSEP service.	X	
Database Administration and Support			
	As needed for compliance with Service Levels, provide database administration and support for the Managed Applications, including monitoring and analyzing database activity; database performance tuning; maintaining dev, test, staging and production databases; documenting database-related settings, processes and procedures for Client system personnel; and certifying patches and advising whether they are required for Client installations.	X	
	Perform application data refreshes in lower environments as requested by Client	X	
Configuration Management			
	In conjunction with Hosting Services, perform configuration management of all technical components within the Hosting Services environment, including the identification, control, maintenance and verification of configuration items, maintain the configuration management database and report on configuration changes.	X	
Production Scheduling Services			
	Implement and support current scheduling requirements, interdependencies, and rerun requirements for all production jobs with Contractor.	X	
	Provide job scheduling, job execution, reporting and incident resolution.	X	
	Implement job scheduling requirements, interdependencies, Client contacts, and rerun requirements for all production jobs.	X	
	Define batch scheduling requirements and job run parameters in job runbook document with Contractor.	X	

#	Service, Function or Responsibility	Contractor	Client
	Prepare batch jobs for execution.	X	
	Execute production batch jobs, in accordance with the defined service level agreements	X	
	Provide quality control for reprocessing activities, such as batch reruns.	X	
Backup and Recovery Services			
	Provide backup and recovery for Hosting Equipment and Hosting Software.		X Hosting
	Provide data backup and recovery for data stored on the Hosting Equipment and Hosting Software in accordance with Contractor's policies and send copies of data to an off-site facility. This is the data which is stored within COMM-Vault and is 7 days or more old.		X Hosting
	Provide data backup and recovery for data which is less than 7 days old and available within RMAN	X	
	Provide onsite and off-site storage for backup media.		X Hosting
	Maintain backup at off-site facility or other data center.		X Hosting
	SCM-010 Contractor will conduct regular system backups of the Environment(s) following the frequency and retention outlined by Customer. Backups should be tested by the Contractor based upon the DR/Continuity plan agreed to by the Client. This schedule of backup and testing must be documented within DR/Continuity plan		X Hosting
Database Management Services			
	Implement database management in a manner required to support all agreed-upon Service Levels	X	
	Databases that support the in-scope applications will be maintained in a manner required to support all agreed-upon Service Levels	X	
	Implement database archive processes and procedures.as defined by and agreed-to by the Client.	X	
	Execute physical space management utilities on an as-needed basis to address performance and space allocation issues.	X	

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#	Service, Function or Responsibility	Contractor	Client
Middleware Support Services			
	Provide, install, configure and maintain middleware and associated components.	X	
	Maintain middleware currency at vendor-recommended patch levels.	X	
	Provide maintenance and support for middleware and supporting utilities and perform middleware system recovery.	X	
	Perform controlled stops and restarts to middleware servers as needed.	X	
Performance and Capacity Planning and Management Services.			
	Maintain and provide use cases to be used as Acceptance Criteria for integration testing and performance testing.		X
	Provide notice to Contractor of any business changes at least 40 business hours prior to the change that may impact delivery of HSEP Services (e.g., large changes in the expected volume of Users for a Managed Application, modifications in lines of business, or significant changes in the use of a particular System).		X
	Based on forecast information provided by Client, identify and execute any required actions needed to maintain Availability of the Managed Applications in accordance with applicable Service Levels which are within the original nonfunctional system requirements.	X	
	Maintain automated test scripts to be used during integration testing, performance testing and business recovery services testing. Provide copies of such test plans, scripts and any updates to Client for Client's use.	X	
	Manage Hosted System performance and identify performance issues.		X Hosting
Maintenance Services			
	Perform preventive maintenance activities during Maintenance Windows for Hosting Equipment and Hosting Software, including: ▪ Providing maintenance in accordance with OEM requirements		X Hosting

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#	Service, Function or Responsibility	Contractor	Client
	Applying Contractor or third party vendor-approved operating system.		X Hosting
	Applying database patches.	X	
	Manage and execute required maintenance for Hosting Equipment and Hosting Software, including: ▪ Planning Maintenance Window activities, including impact analysis, roll-back processes, notification lists for each planned activity; and Managing and overseeing actively all Maintenance Window activities.		X Hosting
	Perform remedial maintenance as needed, including: ▪ Providing necessary parts and labor to repair or restore the Hosting Equipment and Hosting Software to normal operations;		X Hosting
	Perform remedial maintenance as needed, including: ▪ Performing database management system and application restarts; and	X	
Patch Management Services			
	Perform during Maintenance Windows Equipment firmware, operating system, and other infrastructure Software patch deployment and patch management on the Hosting Equipment.		X Hosting
	Perform during Maintenance Windows, database management system, and other application Software patch deployment and patch management within system on the HSEP.	X	
	Evaluate each patch released for the operating systems, firmware update and drivers to the Hosting Environments, including: ▪ Reviewing the ability of the patch in addressing known errors and Incidents in the Hosting Environments; and Reviewing the patch for changes in capability, security, capacity, and functionality in the Hosting Environments.		X Hosting
	Conduct all patch verification testing and deployment.	X	X

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#	Service, Function or Responsibility	Contractor	Client
			Hosting
	Support operating systems, database management systems, and all other Hosting Software components on Hosting Equipment at Release levels supported by or consistent with agreed upon Release of HSEP Managed Applications.		X Hosting

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Section 5
Enhancement Services

GENERAL. Although Enhancements include Discretionary Service Requests, due to the more limited scope of Discretionary Service Requests, for purposes of this Section, procedures and Services for Enhancements that are Discretionary Service Requests are described separately from procedures and Services for all other Enhancements.

1.   SERVICE REQUESTS.
Creation, Review and Approval.

(A)   Either Contractor or Client (through a Client Representative) may, from time to time during the Term, request that Contractor develop or implement modifications to the Managed Applications by creating and submitting a Service Request in the Ticket Management System.

(B)   Contractor shall review and update each Service Request within two Business Days after submission of the Service Request to classify it as either a Discretionary Service Request or a Non-Discretionary Service Request, to add Contractor's estimate of the level of effort and the T&M Fees required to complete each Discretionary Service Request, and to make any other necessary changes and additions to the Service Request. The timeframe obligations of Contractor to evaluate and respond to Service Requests submitted by Client shall apply for up to 10 Service Requests per week. Anything greater than 10 per week may increase the time it takes to review and update the Service Request. Thereafter, Contractor shall use commercially reasonable efforts to evaluate and respond as promptly as possible.

(C)   Client shall review the revised Service Request and, as soon as reasonably practicable and in any event not more than five Business Days after receipt of the revised Service Request, shall either:

(1)   approve the Service Request in the Ticket Management System ;

(2)   cancel the Service Request in the Ticket Management System, in which case no further action shall be taken in respect of the Service Request; or

(3)   request that Client and Contractor meet to discuss the Service Request, in which case the Parties shall gather any necessary information and/or Contractor shall prepare a revised version of the relevant Service Request, until such time as a final decision to approve or cancel the Service Request is made by the Parties.

Effectiveness of a Service Request. If a Service Request is approved in the Ticket Management System by both Parties in accordance with the approval process set forth in Section 2.1, it shall constitute an approved and fully executed Change Order and the Parties shall proceed to execute it in accordance with Article 3. Contractor shall not commence performance of any services, functions or responsibilities set forth in a Service Request until fully approved in the Ticket Management System.

SERVICE REQUEST SERVICES. Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to Service Requests approved in accordance with Section 2.1.

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#	Service, Function or Responsibility	Contractor	Client
Service Requests			
	Define a Request Fulfillment process based upon Client's existing process	X	
	Provide workflow for submission, tracking, updating, approving and managing change requests	X	
	Manage the delivery of all Service Requests using Contractor-provided tools and methodologies.	X	
	Participate as reasonably requested by Client in Client's requirements definition and prioritization activities.	X	
	Define and provide requirements and prioritization for Service Requests.		X
	Perform all technical design activities, including technical solution definition, technical specification and User interface specifications.	X	
	Participate in design reviews, including Contractor's technical design review, Client's business process design review, and design reviews of any third party vendor.	X	
	Perform development activities for Service Requests and coordinate with internal Client teams and third party teams, as necessary, throughout the design and development process.	X	
	Develop test plans and automated test scripts for Service Requests and provide such test plans and scripts to Client.	X	
	Plan and perform unit, functional, integration, performance, code review and, as required, regression testing for all Service Requests.	X	
	Execute performance tests within a staging environment which replicates the components in the production environment, to the extent possible, to perform the testing functions.	X	
	Perform user acceptance tests and report all defects to the Contractor.		X
	Correct all defects found through testing or reported by Client.	X	
	Create and/or update user, system, operations and Service Desk documentation, as appropriate, and update communications plans, as required by all modifications to the Managed Applications.	X	
	Migrate code throughout appropriate environments and incorporate changes into production code baseline.	X	
	Comply with the QA procedures and relevant application quality and security standards.	X	

2.   ENHANCEMENT APPROVAL PROCESS.

Enhancement Requests. Client may, from time to time during the Term, request that Contractor develop certain Enhancements to the Managed Applications in accordance with the Enhancement Request process described below (each request, an "Enhancement Request"):

(A)   Client shall submit each Enhancement Request in substantially the form set forth in Attachment A. Contractor shall prepare a response to the Enhancement Request (each, an "Enhancement Proposal") in substantially the form set forth in Attachment A, within [30] calendar days from receipt of the Enhancement Request. The timeframe obligations of Contractor to evaluate and respond to Enhancement Requests submitted by Client shall apply for up to **[eight]** Enhancement Requests per month. Thereafter, Contractor shall use commercially reasonable efforts to evaluate and respond as promptly as possible.

(B)   Client shall review the Enhancement Proposal and, as soon as reasonably practicable and in any event not more than 30 calendar days after receipt of the Enhancement Proposal, either:

(1)   approve the Enhancement Proposal through execution of the Enhancement Proposal by the Client Service Manager;

(2)   notify Contractor that Client does not wish to proceed with the Client Enhancement, in which case the Enhancement Request will be closed indicating no further action shall be taken in respect of the Enhancement Proposal; or

(3)   either Party may request that it and the other Party meet to discuss the Enhancement Proposal (an "Enhancement Proposal Meeting").

If Client does not provide Contractor notice of (1), (2) or (3) within 30 calendar days after receipt of the Enhancement Proposal, or otherwise request additional time for review of the Enhancement Proposal, the Enhancement Proposal shall be automatically cancelled.

(C)   At the Enhancement Proposal Meeting, the Parties shall use reasonable endeavors to agree to either:

(1)   take no further action in respect of the proposed Enhancement, in which case no further action shall be taken in respect of the Enhancement Proposal;

(2)   acquire further information before deciding whether to proceed with the Enhancement;

(3)   amend some or all of the contents of the Enhancement Proposal, which Contractor shall incorporate into a revised version of the Enhancement Proposal; or

(4)   proceed with the Enhancement as detailed in the Enhancement Proposal.

(D)   In the event that the Parties agree to proceed in accordance with one of the options detailed in Section 4.1(C)(2) or Section 4.1(C)(3) , then the Parties shall gather any necessary information and/or Contractor shall prepare a revised version of the relevant Enhancement Proposal, upon which the Parties shall decide whether to proceed in accordance with Section 4.1(C). The Parties shall

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continue to go through the process detailed above until such time as a final resolution is made by the Parties.

Effectiveness of an Enhancement Proposal. If an Enhancement Proposal is accepted by Client, the Parties shall approve such Enhancement Proposal in accordance with the approval process set forth in Section 4.1 and provide the executed Enhancement Proposal (each approved Enhancement Proposal, an "Enhancement Work Order") to the other Party's Service Manager. Once executed by both Parties, the Enhancement Work Order shall constitute an approved and fully executed Change Order. Contractor shall not commence performance of any services, functions or responsibilities set forth in an Enhancement Proposal until Contractor has received a fully executed Enhancement Work Order. Each Enhancement Work Order shall be consecutively numbered to facilitate identification.

3. ENHANCEMENT SERVICES.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to Enhancements approved in accordance with Section 4.1.

#	Service, Function or Responsibility	Contractor	Client
	Provide a fully completed Enhancement Request for each requested Enhancement in accordance with Section 4.1.		X
	Respond to Enhancement Requests, and execute Enhancement Work Orders, for Enhancements to the Hosted Systems and the Managed Applications (including interfaces) in accordance with Section 4.1.	X	
	Manage all Enhancement programming efforts using Contractor provided project management Tools and methodologies.	X	
	Manage delivery of Enhancements in accordance with the applicable project schedule.	X	
	Participate as reasonably requested by Client in Client's requirements definition and prioritization activities.	X	
	Define and provide requirements and prioritization for requested Enhancements.		X
	Perform all technical design activities, including technical solution definition, technical specification and User interface specifications.	X	
	Participate in design reviews, including Contractor's technical design review and Client's business process design review, and design reviews of any third party vendor partnering with Client.	X	
	Perform development activities for Enhancements and coordinate with internal Client teams and third party teams, as necessary, throughout the design and development process.	X	
	Develop test plans and automated test scripts for Enhancements and	X	

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#	Service, Function or Responsibility	Contractor	Client
	provide such test plans and scripts to Client for Client's use.		
	Plan and perform unit, functional, integration, performance and, as required, regression testing for all Enhancements.	X	
	Perform acceptance tests.		X
	Correct all defects found through testing or reported by Client.	X	
	Create and/or update user, system, operations, training and Service Desk documentation, as appropriate, and update communications plans, as necessary.	X	
	Migrate code throughout appropriate environments and incorporate changes into production code baseline.	X	
	Comply with the QA procedures and relevant application quality standards.	X	
	Set baselines for quality measurement.	X	

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Attachment A
Form of Enhancement Request and Proposal

CHANGE REQUEST SUBMISSION FORM

VERMONT
HEALTH
CONNECT
Find the plan that's right for you.

Date

Submitted By

Owner

Title

Detailed Description

What is the Result of not Implementing this Change?

What is the Available Workaround?

This CR Will Impact the Following Functional Areas (If applicable):

- [ ] E & E
- [ ] Premium Billing
- [ ] Carrier
- [ ] Plan Selection
- [ ] Reporting
- [ ] Data
- [ ] Customer Service & Case Management
- [ ] Noticing
- [ ] Other

This CR Will Need the Following State of VT Resources

This CR is Related to the Following Functional Requirements

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Section 6
Cross Functional Services

1. **CROSS FUNCTIONAL SERVICES.**

This Section describes certain Services provided for the Managed Applications.

2. **SERVICE DESK SERVICES.**

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to the provision, staffing, operation, administration and management of the Service Desk in support of the HSEP Managed Applications.

#	Service, Function or Responsibility	Contractor	Client
General			
	Provide a Service Desk that is the single point of contact for logging, tracking and reporting on all Incidents, and the logging, tracking and processing of all Service Requests, related to the Managed Applications.	X	
	Provide end-to-end ownership of Incidents and Service Requests received by the Service Desk that relate to the Managed Applications, including those that need to be escalated to Client or third party resolver groups for final resolution (i.e., own tickets until the point that there is reasonable evidence that the resolution of the Incident, Problem or Service Request is solely within the responsibility of Client or a third party).	X	
	Support the capability for Client Representatives to submit, modify and inquire on Incidents via such media as determined by Contractor.	X	
	Conduct proactive trend analysis to identify Incident trends, and recommend and implement actions, with Client's approval, to reduce Incidents.	X	
	Provide the Service Desk Services in English.	X	
Service Desk Support			
	Provide Level 1 Support to Members through the Call Center Services.		X Hosting
	Provide Level 2 Support and Level 3 Support in accordance with Contractor's responsibilities for the Managed Applications as set forth in Section 4.	X	

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#	Service, Function or Responsibility	Contractor	Client
	Escalate issues related to the Managed Applications that are not within Contractor's Scope of responsibility, as set forth in <u>Section 2</u>, to Client or the applicable third party.	X	
	In accordance with Contractor's procedures, promptly notify Client through the designated communication channel in the event of any Priority Level 1 or Priority Level 2 Incidents.	X	
	SM-023 Contractor shall utilize designated ITSM / Service Desk system to record and automate M&O and IT Service Management activities and processes. All Incidents, Problems and Non-Discretionary Service Requests. This system shall act as the central repository and single source of truth for ALL ITSM data, information and reporting.	X	
	Contractor shall develop the ability for the client to create and run their own reports out of the ITSM/Service Desk system.	X	

3. INCIDENT MANAGEMENT SERVICES.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to managing Incidents related to the Managed Applications.

#	Service, Function or Responsibility	Contractor	Client
	Classify the Incident according to Priority Level.	X	
	Investigate and diagnose the Incident.	X	
	By implementing a workaround or through other means, restore the affected functionality of the Managed Application with respect to each Incident that is within Contractor's Scope of responsibility for Managed Applications, as set forth in <u>Section 2</u>.	X	
	Coordinate with Client, vendors and other third parties as needed with respect to Incidents that are not within Contractor's Scope of responsibility for Managed Applications, as set forth in <u>Section 2</u>.	X	
	Following restoration, close the Ticket.	X	
	Follow Contractor's procedures for Priority Level 1, Priority Level 2, Priority Level 3, and Priority Level 4 Incidents.	X	
	Follow Contractor's procedures for Security Incidents.	X	
	Communicate Incident status to Client at the frequencies and to the individuals and offices in accordance with Contractor's procedures.	X	

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#	Service, Function or Responsibility	Contractor	Client
	Escalate Incidents in accordance with Contractor's procedures.	X	
	Update Tickets in the Ticket Management System to reflect current status.	X	
	INC-PRB-002 An Incident and Problem Management processes shall be developed with support from Client -- that integrates with Client's existing processes and tools. The Incident and Problem Management processes shall be reviewed on an ongoing basis and updated accordingly to meet the business needs. The plan shall be review and approved by Client prior to "go-live". Once approved, the processes shall be under the control of Change Management.	X	
	INC-PRB-003 Contractor shall execute all applicable activities within the Incident and Problem processes. Client shall audit these activities and processes for compliance.	X	
	INC-PRB-004 Client and any other approved HSEP vendor shall have the ability to submit Incidents and Problems and have the ability to update/ modify tickets within the system of record	X	
	INC-PRB-005 Tickets assigned to the Contractor shall be managed, tracked and monitored through resolution by the Contractor within the ticketing system. These include tickets from monitoring systems that create "actionable" events against Contractor's Service(s) or interfaces/integrations with the Service(s)	X	
	INC-PRB-007 Contractor shall coordinate and work with other providers, vendors and Client as necessary to diagnose and resolve Incidents and perform root cause analysis & resolutions for Problems regardless of the ticket priority.	X	
	INC-PRB-008 Resolution, workarounds for Incidents and Root Cause/resolution for all Problems shall be tracked and stored by the Contractor in a central ITSM system. Detailed location of any knowledge and/or workarounds shall be within the ITSM tool. The Contractor shall ensure that all workarounds to Incidents are retired upon Problem resolution. This shall be audited within the Change Management process	X	
	INC-PRB-010 Contractor shall work with Client to prioritize and manage Problem	X	X

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	tickets in accordance with their business and technology impact. Root cause analysis shall be performed on all Problems per agree-upon service levels. The Contractor shall help Client with the prioritization, schedule, risk and plan for permanent fix of Problems, but Client has final decision (as needed) on which Problems are resolved and in which order. Contractor shall provide a Client agreeable schedule for the prompt permanent fix of problems.		
	INC-PRB-011 Incidents shall be classified based upon priority within the system of record. The prioritization is derived from Impact and Urgency. The criteria for Impact and Urgency have been detailed by Client and Contractor shall utilize these criteria when responding to tickets logged by Client, other HSEP Vendors or when the Contractor itself is logging Incident on behalf of any HSEP Service. Client reserves the right to modify the criteria for Impact, Urgency and Priority based on business needs and shall provide the Contractor with an opportunity to review and provide feedback prior to such a change.	X	
	INC-PRB-012 Client has ultimate authority for determining ticket impact, urgency and priority. Client also has ultimate authority to close tickets as required by the business. Ticket Impact and Urgency may be upgraded or downgraded based upon changing circumstances and information. This upgraded/downgrade may be performed by the Contractor (with approval by Client) or modified by Client.		X
	INC-PRB-013 Incident remediation and Problem root-cause analysis and permanent fix is considered part of the Contractor's function and part of the base service provided to Client in accordance with Section 4 of this Attachment. No additional cost shall be levied.	X	
	INC-PRB-014 Contractor shall assign an Incident and Problem Manager that is accountable for ensuring that issues are being actively managed and meet service level obligations and that the Service matches the functional and non-functional requirements. The Contractor shall meet with Client to review Incidents and Problems based upon a schedule that meets the needs of the business. Both Incidents and Problems will be log into the designated ITSM system. Contractor will look to continuously improve upon the Incident and Problem metrics with the goal of reducing the incoming trends.	X	
	INC-PRB-015 The following Incident Management KPI/metrics shall be tracked and reported by the Contractor:	X	

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#	Service, Function or Responsibility	Contractor	Client
	- Total Incidents per period - Total Incidents by Severity Level - Incident Response Time - Average MTTR by Severity Level - Incident resolution rate - Incident backlog The Contractor shall add KPIs/metrics to the above list, as requested by Client in support of the business and continuous improvement		

4.   PROBLEM MANAGEMENT SERVICES.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to managing Problems with the Managed Applications.

#	Service, Function or Responsibility	Contractor	Client
	For each Priority Level 1 Incident and each business-impacting Priority Level 2, 3 and 4 Incident, create and assign to the Incident manager a Problem Ticket.	X	
	Create a Problem Ticket as needed to manage the root cause analysis and solution implementation for multiple Incidents.	X	
	Classify the Problem according to Priority Level.	X	
	Perform analysis to identify the underlying cause or source of the Problem and of any Incidents caused by the Problem.	X	
	Assign a Problem manager for each Priority Level 1 and business-impacting Priority Level 2, 3 and 4 Problem to investigate root cause and to manage the Problem Ticket according to the Problem Management process.	X	
	Coordinate with Client, vendors and other third parties as needed with respect to Problems that are within Contractor's Scope of responsibility for Managed Applications.	X	
	Coordinate with vendors and other third parties as needed with respect to Problems that are not within Contractor's Scope of responsibility for Managed Applications.		X
	Once the root cause of a Problem has been identified and is within Contractor's Scope as defined in Section 2, identify and coordinate	X	

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#	Service, Function or Responsibility	Contractor	Client
	execution of a plan for eliminating the potential risk of future Incidents resulting from the Problem for the Services impacted.		
	Follow Contractor's procedures for consulting with Problem stakeholders as needed.	X	
	Follow Contractor's procedures for closing the Problem Ticket when it has been resolved.	X	
	Monitor and prioritize inactive Problem Tickets if it is determined that further investigation should not continue due to lack of business prioritization or lack of cost benefit.	X	
	Communicate Problem status to Client at the frequencies and to the individuals and offices in accordance with Contractor's procedures.	X	
	Escalate Problem investigation in accordance with Contractor's procedures.	X	
	Update Problem Tickets in the Ticket Management System to reflect current status.	X	
	INC-PRB-016 The following Problem Management metrics shall be tracked and reported by the Contractor: - Total Problems by Severity (trend) - Number of Problems with state of workaround (trend) - Problem Reopen Rate - Correct Problem Categorization and Routing The Contractor shall add KPIs to the above list, as requested by Client in support of the business and continuous improvement		

5. CHANGE MANAGEMENT SERVICES.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to managing changes to the Managed Applications.

#	Service, Function or Responsibility	Contractor	Client
	Chg-001 Work with Customer's change control board to plan and schedule strategic business and technology events that affect delivery of the service.	X	
	Assist and be available to answer questions and provide information related to Changes requested by Contractor.		X

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#	Service, Function or Responsibility	Contractor	Client
	Cooperate in the planning and coordination of all Change activity, as reasonably requested by Contractor.		X
	Create a production change control ticket for each Change and submit for approval in the Ticket Management System. Once approved in the Ticket Management System by both Parties, the Change Ticket shall constitute an approved and fully executed Change Order.	X	
	Chg-012 Follow Contractor's procedures to communicate Change activity to impacted stakeholders. Contractor shall make commercially reasonable efforts to inform Client at least 48 hours prior to any Change activity that is expected to require or cause any Managed Application to be offline or unavailable.	X	
	Follow Contractor's procedures to review and provide approval or rejection of proposed Changes for implementation to production.		X
	Execute Client's responsibilities with respect to approved Changes.		X
	Coordinate with Client, vendors and other third parties as needed with respect to execution of Changes that are within Contractor's Scope of responsibility for Managed Applications, as set forth in Section 2.	X	
	Perform post deployment validation, checkouts to ensure Change is working as desired.	X	
	Following Contractor's Change closure procedures, close the Change Ticket.	X	
	Chg-002 Change Management plans will be documented in a 'Change Management plan' by the Contractor that will conform to Client's existing Change Management processes. It shall include, but not be limited to, the following components: '- Integration plan with other processes (Incident, Problem, Release, Configuration) - Responsibility matrix (RACI) - Procedures and work instructions on how Contractor's staff shall utilize the Change Management ticketing system to log, manage, track and close Request for Changes (RFCs) - Utilization of Change Tasks to manage and track individual activities related to the change. Integration of these tasks with other HSEP providers is mandatory and the plan must be documented - Maintain transparency for all Changes in the system of record with Client and other HSEP Providers	X	

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#	Service, Function or Responsibility	Contractor	Client
	Chg-003 Execute all activities within the Change Management Plan. Client shall audit these activities and processes for compliance.	X	X
	Chg-004 Work within Client's existing Change Management processes. Contractor shall provide resources to attend OCRB meetings with appropriate decision makers to help Client manage an effective Change processes for the State.	X	
	Chg-005 Assess each proposed change for its business and technical risk based upon mutually agreed criteria and weighting with Client. Risks will be documented with the Change Management system of record through a request for change (RFC). The Change Risk level will trigger the level of assessment and approvals based upon Client requirements and existing processes	X	
	Chg-006 Schedule and log RFC against Service CIs within the Change Management system of record. These changes include, but not limited to, modifications to infrastructure, applications, processes, policies, to minimize impact on the business.	X	
	Chg-007 Relate Incidents and Problems that require a Change with an RFC and track the RFC through completion. The Incident shall then be updated according to good ticket practices and set to "resolved" by the contractor.	X	
	Chg-008 Contractor and Client shall work to define standard changes and standard service requests. These are changes that are considered low risk and highly repetitive for pre-approval consideration. Each standard change and service request must include defined workflow, responsibility matrix (RACI), and SLAs for time to complete. SLAs for Standard Service Requests shall be added to the contract upon approval via the Change Management Process. Contractor shall be responsible for creating and maintaining this list of Standard Changes and associated SLAs within the mutually agreed Knowledge Management system. Client shall provide a template for submitting to be considered as a Standard Change. Once approved by Client, the Contractor does not need approval to release the change, but will still be required to log an RFC into the Change Management system.	X	X
	Chg-013 Update Architecture documents when making changes to the	X	

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#	Service, Function or Responsibility	Contractor	Client
	client's architecture. All updates must be approved via the Change Management process first		
	Chg-015 Schedule downtime within common maintenance windows when possible. Outages outside the agreed maintenance windows must be coordinated and approved with other Platform providers and Client and must consider integration points. All outages required outside the agreed maintenance windows must follow the Emergency Change Sub-process. Any required outages not following the Emergency Change sub-process must be scheduled 30-days in advance and with approval from Client.	X	
	Chg-016 Notify Client of all changes performed by Contractor's contracted third-party vendors. As with other Changes to the system, third-party modifications and testing shall require an RFC and follow the Change Mgt. process and approved by Client.	X	
	Chg-017 Assess impact of all Changes with the Contractor's Disaster Recovery/ Business Continuity plan. Updates to these plans shall be discussed and assigned to the accountable Contractor.	X	
	Chg-018 Provide a mutually agreeable lead-time for developing transition activities inclusive of end-user notification, review, collaboration, integration, testing, training, documentation. This is applicable for all Changes to the HSEP environments relative to applications, databases, middleware, utilities, infrastructure, policies, procedures, processes. Client shall have final approval over whether enough time has been allotted for planned Changes.	X	
	Chg-019 Emergency Changes will be reviewed and approved by a Client designated Emergency Change Review Board prior to deploying emergency releases. Emergency Changes can only be submitted by the Contractor's designated agents. Client owns and governs the Emergency Change Process and has final approval for releasing Emergency Changes into the system. Once the Emergency Change is approved by Client, the Contractor must open and fully complete the RFC within 48 hours. Emergency Changes must be linked to an Incident.		X
	Chg-020 Follow Client's Requests Fulfillment process that includes, but are not limited to questions, moves/adds/changes (e.g. user	X	

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#	Service, Function or Responsibility	Contractor	Client
	provisioning), additional services, functionality and contractual modifications		
	Chg-021 Assign a Change Coordinator that is accountable for Contractor's interface with the Change Management process and so that the Provider's RFC's are being completed according to Client standards and best practices. Contractor's Change Coordinator will also ensure that Contractor cooperates with Client and other Providers to coordinate Change tasks. Change Coordinator is also responsible to bring relevant subject matter expertise to represent RFCs at Change Management meetings.	X	
	Chg-022 At a minimum, the following Change Management KPIs/metrics shall be tracked and reported by the Contractor: - Total RFCs per period - Total Unapproved Changes executed (should be 0) - Percentage of Emergency Changes (trend) - Incidents related to Implemented Changes - Change success rate / Number of changes that require roll-back The Contractor shall add KPIs to the above list, as requested by Client in support of the business and continuous improvement	X	

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to managing changes to the Managed Applications.

#	Service, Function or Responsibility	Contractor	Client
	Chg-010 All Approved RFCs will be placed on a Forward Section of Change (FSC). Contractor shall coordinate to ensure the FSC is up to date and accurate	X	
	Chg-011 The unified Change Mgt. process shall include a designation for Changes that represent the introduction of new Service attributes or the significant change to existing Service attributes. Such Changes shall be managed under a separate sub-process that shall follow a standard Project Management methodology	X	
	All environments both production and non-production are managed under change control process.	X	

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6. RELEASE MANAGEMENT

This Section details the obligations and responsibilities of the Parties with respect to release management. The Cross Functional Services include those services, functions and responsibilities identified as Contractor's responsibility in the following matrix.

#	Service, Function or Responsibility	Contractor	Client
	R-001 There is a unified Release process and Policy for the 'Common Platform'. This process is governed by Client. Contractor shall participate in this process, which shall be governed by Change Mgt. Contractor shall coordinate with other vendors, as necessary, to coordinate and Section Changes and Releases	X	X
	R-002 Releases plans will be documented in a 'Provisioning Release Plan' by the Contractor that will conform to the Vendor's Release Mgt. policy. All Releases shall be under Change Management control and integrate with Configuration Management processes and tools as needed. The Release Plan shall consist of a Service Delivery Lifecycle Methodology (SDLC) and updated Pre-Production Release notifications (this includes communication plans, status updates and transition plans) to prepare the Customer for proposed changes. It must include, but not be limited to, the following components: '- Updated Configuration Information required satisfying the solutions' configuration management requirements. - Updated Solution Architecture. - Updated Detailed Design, including detailed system, technical, and user documentation. - Testing (e.g. integration, regression, simulations, User acceptance) - Demonstrations and Training - Release and Deployment Section	X	
	R-003 Contractor shall execute all activities within the Release Management Plan. Client shall audit these activities and processes for compliance.	X	X
	R-004 Contractor will assist Customer as required in preparing Client desktops, networks and other infrastructure and applications if integration to Client technology is required. Contractor must also provide documentation that includes configuration document, release notes, FAQs and others that outline acceptable desktop, laptop, mobile versions, browser versions, operating system	X	

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#	Service, Function or Responsibility	Contractor	Client
	requirements and other configuration details as required.		
	R-005 Contractor will utilize Customer requirements to design the Contractor Environments and prepare a Provisioning Release Plan. Contractor will then review the Provisioning Release Plan with the Customer. The Provisioning Release Plan will be under Change control and must be approved before any implementation.	X	
	R-006 The Contractor shall work with the Customer, and other vendors as required, in advance of any release or changes to allow the HSEP team to adequately perform User Acceptance Testing (UAT), verify the release meets the requirements and needs of the business and train to support the smooth operation of the Customer's Applications and its solutions. Vendor is responsible for documenting application changes and building training materials for end users, to include defect resolution, workarounds, updates and CLIENT requested changes.	X	
	R-007 Contractor shall be accountable for all end-to-end and integration testing for the applications that they own and ALL external interfaces. If defects, Incidents or Problems are discovered, the Contractor shall work with other Providers and Client to remediate the issue based upon the Project Section (for project defects), SLAs for Incidents and Client prioritization for Problems. End-to-End definition can be found in the glossary section.	X	
	R-008 Contractor shall conduct testing on any changes to the Service to ensure backward compatibility of its solution and integration within Customer's Environments. Detailed test plans must be included within the vendors release plan and presented to Client and included, linked or attached to the RFC prior to approval.	X	
	R-009 Contractor shall provide access for appropriate and authorized Customer team members to the test and training environments to ensure correct implementation of changes before the changes are released to the production environment	X	
	R-010 Project teams (vendor-supplied or otherwise) shall develop an automated process for purging production solution files when necessary.	X	
	R-011 When functionality is ready to be delivered to the Customer for	X	

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	User Acceptance Testing (UAT), it shall be delivered in the form of a pre-production release. Since the Customer will approve all releases into production, a pre-production release is equivalent to a production release and requires the rigor associated with a production release. Upon successful completion of UAT, the Customer will Section a release to be moved to the production environment. Each pre-production release shall include the following: '- Release-specific hardware and software Solution components. - Release description including architecture or design updates, new functionality introduced, defects fixed, modifications to interfaces with other systems, other changes to existing code, and any software and hardware configuration changes. - Release contents including a description of the release structure and contents and instructions for assembling and/or configuring the components of the release. - Test Plan and test execution results. - Detailed hardware and software configuration information including any software and hardware dependencies and instructions at a level of detail that will enable administrator's staff to rebuild and configure the hardware environment without outside assistance. - Database documentation conforming to industry standards. - Detailed configuration information for any 3rd party hardware and software. Supplier shall provide updated documentation when upgrades to software or equipment occur through the life of the contract or project.		
	R-012 Project teams (vendor-supplied or otherwise) shall deliver to the State a requirements traceability matrix for all delivered functionality, showing all testing activities tracing to delivered functionality, and all delivered functionality tracing to requirements in the requirements repository.	X	
	R-013 Solutions will use automated deployment tools and techniques to build, manage and synchronize different environments	X	
	R-015 Deployment is expected to be iterative from both a business process and applied technology perspective. The State will accept the products into the production environment through application of the acceptance criteria in testing plans.	X	

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#	Service, Function or Responsibility	Contractor	Client
	R-016 Project teams (vendor-supplied or otherwise) shall incorporate the implementation approach into a comprehensive Implementation Plan. The State requires incremental deliveries of functionality to the production environment. The State anticipates considerable collaboration with Project teams (vendor-supplied or otherwise) in the plan's construction, with particular attention to high complexity components of the existing State systems as well as the proposed solution.	X	
	R-017 Contractors staffing levels shall be adequate to support all M&O activities. Contractor must submit staffing levels in prior to project initiation for each proposed phase of the project including steady-state M&O support. Client shall assess staffing levels and ensure appropriate resources are available to support all activities. Contractor shall provide the State with a list of personnel, contact information, and their area of expertise of who shall be performing solution production support. Such information should be required for approval of the RFC.	X	
	R-018 Solutions will support automated patch deployment.	X	
	R-022 The Contractor shall completely test and apply patches for all third-party software products before release.	X	
	R-023 The Contractor shall provide the required system permissions, documentation and training that describe the procedures for Solution administrators to add, update or remove user IDs and passwords. When a request to Client for adding/deleting/modifying a user account is requested, Contractor shall support Client to complete the task. All user provisioning requests shall be completed with 8 business hours. User provisioning escalations to the Contractor must be responded to within 2 business hours.	X	
	R-024 Solutions will ensure the system includes supported releases of all software, including any third party application components. Documentation should be presented to Change Mgt. as part of the RFC.	X	
	R-025 Contractor shall update the solution's Operation Manual, which will serve as an operator's instruction manual. It will include	X	

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	solution administration procedures and describe the operations of the production system. It will contain specific instructions on things an operator needs to do to manage the solution on a daily basis, descriptions of administrative tasks, instructions on how to run the job, and what to do in abnormal situations. This document shall become the property of Client and shall be reviewed and approved upon completion.		
	R-030 The Contractor shall provide initial and ongoing maintenance and operations training for Customer staff.	X	
	R-031 Contractor shall validate that each interface is working correctly. Project teams (vendor-supplied or otherwise) will repair all interface-related problems caused by Contractor-developed interfaces.	X	
	R-032 Vendor shall provide Client designated support staff (help desk, call center, other) with help desk scripts, FAQs, support documents, known workarounds, procedures, work instructions and decision trees needed to provide service excellence. These documents shall be reviewed and updated by Contractor quarterly or as requested by Client. These documents shall become Client property and stored within Client's designated Knowledge Management system.	X	
	R-036 The following Release Management KPIs/metrics shall be tracked and reported by the Contractor: - Release Success Rate - Release Incident Rate (Avg. Incidents per Release) - Number Known Release Errors in Production - Release Reschedule rate The Contractor shall add KPIs to the above list, as requested by Client in support of the business and continuous improvement	X	

7. DISASTER RECOVERY SERVICES.

This Section details the obligations and responsibilities of the Parties with respect to disaster recovery. The Cross Functional Services include those services, functions and responsibilities identified as Contractor's responsibility in the following matrix.

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	Maintain a Client-specific disaster recovery plan for the HSEP Services ("Disaster Recovery Plan") and provide such plan to Client for review on an annual basis.	X	X
	Declare a Disaster when applicable in accordance with the Disaster Recovery Plan.	X	X
	Following declaration of a Disaster, restore the Hosting Environments, Hosted Systems and Managed Applications in accordance with the applicable RTOs and RPOs set forth in the Disaster Recovery Plan.	X	X
	Test the Disaster Recovery Plan annually as set forth in the Disaster Recovery Plan and provide test result reports to Client following each test.	X	X
	Update the Disaster Recovery Plan as required, including to incorporate applicable test findings.	X	X
	SCM-004 Project teams (vendor-supplied or otherwise) shall update and maintain a High Availability & Disaster Recovery Plan for the entire solution based on the assumption that the solution's data will be recovered at an alternate data center that is approved by the State. This plan shall be under Change control and updated upon significant changes to services and/or solutions	X	X
	SCM-004 The Contractor is expected to provide an alternate DR site for restoration of all contracted HSEP Services and data unless otherwise contractually defined by Client		X
	SCM-005 Solutions shall support a Production and hot (real time replication) DR design that would allow one site to seamlessly be offline and the other site would maintain service without interruption meeting RPO and RTO requirements.		X
	SCM-006 Once the Disaster has been resolved, restoration to normal/primary operations and facilities (reconstitution) shall require Customer input and approval with support from Contractor		X
	SCM-007 Contractor will provide Service Continuity Management for the Production Environment following a declared Disaster. The		X

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#	Service, Function or Responsibility	Contractor	Client
	process shall be continually improved and linked to Change Management		
	SCM-008 Client may install the data and files from the applicable backup delivered by Contractor onto a system(s) provided by Client either at its facility or at a third party facility that it designates.		X
	SCM-009 Disaster declaration will occur no later than 24 hours of Client Application service becoming unavailable and will be a shared decision between Client and Contractor.	X	X
	SCM-011 Contractor will use reasonable efforts to restore access to and use of the Production Environment (including the recovery of production data) located at Contractor's Data Center following declaration of the Disaster.		X
	SCM-013 The Service Continuity and Availability Plan, Service Continuity and restoration procedures, contact information, Architecture Documentation and Configuration information will have stored copies and/or access at redundant locations such that they are readily accessible in the event Contractor and/or Client are unable to gain normal access	X	
	SCM-014 The Service Continuity and Availability Plan will be agreed by the Contractor and Client and include Service Continuity requirements based on business requirements	X	X
	SCM-015 The Service Continuity and Availability Plan will include a risk assessment documenting and assessing the probability of risks to the Service(s) in scope	X	
	SCM-016 The Contractor shall test the DR / Service Continuity Plan yearly. Results of the plan and remediation steps shall be provided to Client. The Contractor shall appoint a Project Manager to work with the Contractor subject matter experts to remediate DR issues as a result of the plan within a mutually agreed timeframe. Testing scheduled after a Major Release is determined by the Change Review Board and/or Client's Operations Manager	X	
	SCM-017 The Service Continuity and Availability Plan will be under Change	X	

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#	Service, Function or Responsibility	Contractor	Client
	Management control		
	SCM-018 Disaster recovery requirements relative to the physical solution components and planning for recovery from operational failures are the responsibility of Project teams (vendor-supplied or otherwise) . Project teams (vendor-supplied or otherwise) shall develop an Operational Recovery Plan that addresses the following: - Areas of the solution most susceptible to failure or disaster that would result in downtime. - Recommendations for solution recovery processes, or steps to take in the event of a downtime event. - Recommendations for the State on how to comprehensively and effectively mitigate the risk of a downtime event. - Recommendations for securing the solution components during a period of emergency operation.	X	X
	SCM-019 The Contractor shall provide evidence to Client quarterly -- through logs, reporting and service reviews -- that its Service Continuity plan is integrated with the HSEP Change and Configuration Management expectations and processes	X	
	SCM-020 The following Continuity Management metrics shall be tracked and reported by the Contractor: - Number updates to Continuity Plan from Change Mgt. - Testing Issues from Continuity Tests The Contractor shall add KPIs to the above list, as requested by Client in support of the business and continuous improvement	X	
	SCM-001 The Contractor shall provide a Service Continuity plan consistent with best practices (ITIL, ISO and NIST 800-53) and include a plan that incorporates not only the technology, but governance structure, facilities, documentation, people/skills, training, testing and continuous improvement of the plan. Client must review and approve the plan prior to go-live and then annually as the plan changes and improves. At a minimum, the Contractor must annually test the plan and provide evidence, results and a mitigation plan to Client. The Contractor is responsible for: o Testing -- will occur prior to "go-live" and a remediation plan will be created by Contractor, with CLIENT review • Documenting the Test Results -- All testing must be accompanied by a remediation plan will be created by Contractor with CLIENT involvement and approval. The remediation plan will address failures and plan and timeframes for remediation	X	X

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	• Maintaining and updating the Plans		
	• Integration of changes introduced to Services; This includes Change and Configuration Management integration with the BCP/DR process, plan, maintenance and testing		
	• Providing CLIENT at least 30-days' notice of live testing		

8.   EVENT MANAGEMENT/MONITORING.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to event management and monitoring of the Managed Applications.

#	Service, Function or Responsibility	Contractor	Client
	Event-002 An Event Management plan shall be provided by the Vendor and reviewed and approved by Client that includes, but not limited the following: *What components of Infrastructure and/or Application will be monitored *Monitoring details for each CI, for instance CPU, Application Response time, Storage, Memory. Client shall review these details and provide approval. *At any time Client may modify the list of components and monitoring attributes/parameters of those components. *What software/tools will be utilized for monitoring on each component *How events will be categorized/defined. Informational, Warning, Exception *What the thresholds are set for each component *Response & Communication flow for each category of Event *How Event alerts are tied into Incident Management Process *What resources/support staff will be assigned to manage Event Management *The Contractor must develop and present to Client a plan for proactively monitoring log files and warning/informational alerts from tools, applications, infrastructure and utilities. These alerts may provide early warning of pending issues and must be logged proactively within the Incident Management system. *The Contractor shall provide Event reports including historical data, event trending and others upon request	X	X

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#	Service, Function or Responsibility	Contractor	Client
	*Contractor shall continuously improve the plan, processes and tools to become more predictive, adjusting thresholds based upon baselines, historical reporting and improved analytics. *Contractor shall follow best practices for event management and monitoring based on ITIL or equivalent. *Client shall review the Event Management plan and activities and approve. The Event Management Plan shall be reviewed yearly and updated as required by the Vendor. The plan shall be completed and approved by Client prior to "go-live".		
	EVENT-004 Contractor will install Contractor's tools on Servers within the HSEP environment that enable monitoring and management capabilities.	X	
	Event-005 Contractor shall provide Application Performance Monitoring and Management capabilities (i.e. transaction monitoring, synthetic transactions, component root cause analysis (e.g. Application Server Management). Details for monitoring must be supplied to Client for approval and during periodic service reviews. Details shall include: - Tools utilized - Monitoring location(s) - Synthetic transactions utilized - Calculations used to determine thresholds, alerts, baselines and service reports	X	
	Event-006 Solutions shall provide transaction tracking and log consolidation capabilities across all technology managed by the Contractor	X	
	Event-007 Application logs and error messages shall be monitored by the Contractor. Appropriate action shall be taken by integrating with the Incident Management system.	X	
	Event-008 Contractor shall deploy applicable web-based monitoring and logging. The Contractor shall proactively and reactively review web logs and provide report to Client during Service Reviews. Provide shall permit analysis of web logs by providing Client with raw data from these logs as requested.	X	

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#	Service, Function or Responsibility	Contractor	Client
	Event-009 The application server shall provide for a monitoring and diagnostic service that creates, collects, analyzes, archives, and accesses diagnostic data generated by a running server and its deployed applications. This diagnostic data (typically from log files and system monitoring tools) provides application and server information, warning, errors, threshold violations, and other pertinent information about the operation and health of the system and application. The Contractor is accountable for instrumentation and providing reports and raw data to Client upon request	X	
	Event-010 The Contractor shall implement infrastructure, database, application protection capabilities to detect and eliminate malicious software and/or unauthorized external connection attempts	X	
	Event-011 Contractor will provide network performance monitoring as applicable, including WAN/LAN link utilization, errors, discards, latency and loss, and key LAN switch port performance monitoring. Contractor will monitor the network on the Vermont side and the WAN link from Vermont to Contractor as it relates to HSEP.		X
	Event-014 Contractor will be accountable for the configuration of all monitoring tools to be Event Management Plan	X	
	Event-015 Contractor will monitor the services by utilizing a variety of Tools at various layers in the Technology Stack of the Environment ("Monitoring Services"). The Contractor monitoring Tools are designed to collect, compile, and provide information about the capacity, performance, availability, and configuration of the Contractor Programs running in the Environment, and about the configurations and the operational state of hardware, operating systems, and Contractor services system support.	X	
	Event-016 Alerts from monitoring systems are labeled to indicate Severity of event. Events are classified as Critical, Major, Warning, Informational as an example. Incident Management System clearly posts correct event severity during integration	X	
	Event-017 Contractor will report Outages and Service Interruptions when identified. Incident tickets will be raised to investigate and communicate status and progress.	X	X

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#	Service, Function or Responsibility	Contractor	Client
	Event-018 The Contractor must present a monitoring plan for the technology it is directly accountable for delivering. The plan must include the accountable individual/team, strategy for monitoring, tools used, thresholds, trends and baselines used, monitoring intervals and calculations for alerting and reporting.	X	
	Event-019 The Contractor must present a transparent proactive strategy for correlating monitoring events and alerts and promptly create Incidents for "actionable" alerts that may impact the service in any way. Such Incidents must be raised proactively regardless of whether symptoms have been noticed by users of the system.	X	
	Event-020 All WAN and LAN circuits/connections utilized by the Vendor for delivering any HSEP service shall be continuously monitored, managed and maintained. Evidence must be provided that the networks and devices are being monitored 24x7. At a minimum, in scope environments include Live/Production, DR, and Staging.		X

9. CAPACITY MANAGEMENT.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to capacity management of the Managed Applications.

#	Service, Function or Responsibility	Contractor	Client
	Capacity-001 Capacity and Performance monitoring shall be deployed that allows servers, networks, databases, storage, applications, data center infrastructure to scale and shift workloads on-demand without any user perceived interruption	X	X
	Capacity-002 A Capacity plan shall be provided by the Vendor and reviewed and approved by Client that includes, but not limited the following: '- Initial sizing recommendations for all new Service CIs required by the solution - Scalability and adaptability of the Service to meet Client's future growth and expansion needs for all Services and CIs - Monitoring strategy for providing trend analysis, baseline, predictive capacity analysis, early warning (proactive) thresholds - Process for creating Incidents proactively, prior to thresholds exceeding critical levels;	X	X

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#	Service, Function or Responsibility	Contractor	Client
	- Processes, calculations and activities for reporting and alerting against Service Level Agreements - Process for opening RFCs if monitoring/Incidents require change to Service/CI - Real time and batch transactions analysis - Strategy for managing and maintaining a Client Performance/Capacity Portal/Dashboard that contains Service and CI capacity reports relevant to Provider's solution (e.g. Infrastructure, Application) performance, availability, Capacity reports The Capacity Plan shall be reviewed yearly and updated as required by the Vendor. The Capacity plan shall be completed and approved by Client prior to "go-live".		
	Capacity-003 Contractor shall execute all activities within the Availability Plan. Client shall audit these Availability activities and processes for compliance.	X	X
	Capacity-004 Contractor shall provide Capacity reports and meet with Client on a quarterly basis or as requested / needed based upon recent events and incidents. Capacity reports shall include, but not limited to the following: '- All relevant Capacity reports and activities from the Capacity Plan - Anticipated capacity projections/issues and possible resolutions to projected or current issues - Recommendation on architecture design changes - Report on performance against Capacity SLAs. Includes remediation plans if necessary (in addition to Monthly SLA meeting) - Future releases that deal with Capacity/Performance - Updates to monitoring, software, hardware - KPIs and metrics - Financial Management - Process improvements	X	
	Capacity-005 Contractor shall execute all activities within the Capacity Plan.	X	
	Capacity-005 Client shall audit these Capacity activities and processes for compliance.		X

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#	Service, Function or Responsibility	Contractor	Client
	Capacity-006 Once the Capacity Plan has been approved, Changes to the Capacity Plan shall be under the control of the Change Management process	X	
	Capacity-007 Individual technology CIs (applications, databases, and infrastructure) shall be monitored using an enterprise monitoring tool. Contractor shall review capacity/performance monitoring technology with Client - EA team prior to finalizing the Capacity Plan and prior to implementation.	X	X
	Capacity-008 System shall support 400 concurrent internal and external users. This shall be tested using Load testing prior to go-live and periodically after major release and part of the Capacity plan.	X	
	Capacity-009 The Infrastructure provider shall continually monitor and meet the following performance/Capacity requirements and take corrective action by adding capacity/bandwidth as required.	X	X
	Capacity-010 Storage systems shall have the capability if necessary to expand up to 20% in size per year		X
	Capacity-011 Hosting Provider will establish workload management practices to distribute the batch workload evenly across system resources and across the daily, weekly, and monthly production Sections, including scheduling of batch jobs, execution of reports, and all other business activity that impacts system performance. This must be detailed within the capacity plan		X
	Capacity-012 The following Capacity Management KPIs/metrics shall be tracked and reported by the Contractor: - Total Incidents with Cause of Capacity - Number Emergency Changes related to Capacity Incidents - Comparison Capacity Forecasts against Actual Consumption The Contractor shall add KPIs to the above list, as requested by Client in support of the business and continuous improvement	X	

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10. AVAILABILITY MANAGEMENT.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to availability management of the Managed Applications.

#	Service, Function or Responsibility	Contractor	Client
	Document and publish the availability of the vital business functions	X	
	Define SLAs for each vital business function	X	X
	Investigate and remediate Incidents and Problems which impact availability	X	
	Avail-001 An Availability plan shall be provided by the Vendor and reviewed and approved by Client. The Availability Plan shall be reviewed yearly and updated as required by the Vendor. The Availability plan shall be completed and approved by Client prior to "go-live".	X	X
	Avail-002 Contractor shall execute all activities within the Availability Plan. Client shall audit these Availability activities and processes for compliance.	X	X
	Avail-003 Contractor will manage ISP/Network connectivity between Customer's Data Center and Contractor's Data Center, providing network characteristics sufficient to meet contractually defined Service Level Document(s)		X
	Avail-004 Contractor will utilize monitoring tools as part of Availability Management to identify actual or potential Incidents affecting availability, and take action to prevent or minimize such impact. Customer must be notified when incidents are identified affecting Environment availability.	X	
	Avail-005 Application servers shall prioritize work based on pre-defined rules and by monitoring actual run time performance statistics. Priority rules shall be specified in the application design documentation.	X	
	Avail-006 The following Availability Management KPI/metrics shall be tracked and reported by the Contractor: - Number Incidents related to Availability	X	

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#	Service, Function or Responsibility	Contractor	Client
	- % reduction in Service unavailability - % improvement in Mean Time Between Failures (MTBF) - % improvement in Mean time between service Incidents (MTBSI) - % improvement in Mean time to repair (MTTR) The Contractor shall add KPIs to the above list, as requested by Client in support of the business and continuous improvement		

11. KNOWLEDGE MANAGEMENT.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to knowledge management of the Managed Applications.

#	Service, Function or Responsibility	Contractor	Client
	Establish and maintain a knowledge repository	X	
	Define workflow, including editing, review and approvals for creation of knowledge artifacts	X	

12. SERVICE ASSET AND CONFIGURATION MANAGEMENT.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to service asset and configuration management of the Managed Applications.

#	Service, Function or Responsibility	Contractor	Client
	Config-002 A Service Asset and Configuration Management processes shall be developed by the Vendor -- with support from Client -- that integrates with Client's existing processes and tools (as required). These processes shall be reviewed and approved by Client and must include, but not limited the following: '- A plan for maintaining a Configuration Management Database (CMDB) on behalf the Client that contains Configuration Items, attributes and relationships for the Service being provided. The CMDB shall be visible to Client at all times and managed by a documented configuration management process and under the	X	

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	control of Change Management. - A Configuration Management plan that includes a process for identification, control, recording, reporting, auditing and verifying service assets and configuration items managed on behalf of Client. The intention of capturing CIs, attributes and relationships is for impact analysis during changes, troubleshooting for Incidents and Problems and keeping computing environments in sync - A policy/plan for working with Client and other HSEP providers for continuous improvement - A Responsibility Matrix (RACI) that outlines the roles within the process - Documented plan for keeping relevant computing environments (software and hardware) in sync. These include Production, Staging, DR and Training - Staffing required to build, manage and maintain the Service Asset and Configuration system - Strategy and procedure for tracking and reporting on Client owned software assets and licenses for the HSEP - Strategy for providing Client reporting (and raw data upon request) based upon KPIs, metrics outlined within these NFRs		
	Config-003 Contractor shall execute all applicable activities within the Service Asset and Configuration processes. Client shall audit these activities and processes for compliance.	X	X
	Config-004 The Contractor shall maintain a Configuration Management Database (CMDB) on behalf the Client within Client's ITSM system of record that contains Configuration Items, attributes and relationships. The CMDB shall be visible to Client at all times	X	
	Config-005 Contractor will maintain an Architecture Document to represent the current configuration standards of the Environment	X	
	Config-006 Contractor will assume responsibility for configuring, managing and tracking all equipment and software at Vermont and non-Vermont locations that are considered part of the HSEP and the Vendor's Service.	X	X
	Config-007 Contractor will conduct audits as necessary to validate the physical existence of configuration components and accuracy of configuration management data. The results of these audits will be reported to Client Management team. Audits shall be performed at	X	

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#	Service, Function or Responsibility	Contractor	Client
	least quarterly and presented to Client.		
	Config-008 Contractor will maintain and link Change records to CIs and included in scope hardware and software. Such information should be readily available to view upon request.	X	
	Config-009 CMDB will be accessible to the Incident, Problem, Change Management and other operational processes ; viz. the capability to define many-to-many relationships between process workflow tickets and specific CI's should be available . Historical information about Incidents, Problems, Changes for particular CI's shall be readily available	X	
	Config-010 Contractor will define the status attributes, e.g. description, status, version, location, etc. for the classes of CIs in scope of the Configuration Management policy	X	
	Config-011 Contractor shall provide the State with readable source code and object (executable) code, documentation for all functionality developed by Project teams (vendor-supplied or otherwise), licenses to readable source code and object (executable) code, and documentation for all COTS functionality and escrow of source code for the COTS. All new software functionality built on top of COTS software shall be owned by the State. Contractor is responsible to communicate to the Customer in order to successfully complete.	X	
	Config-012 Contractor will control access to the CMDB to clearly defined roles indicating read and edit access	X	
	Config-013 The solution shall provide a standardized mechanism and processes for Conflict Management and data integrity.	X	
	Config-014 Contractor shall provide version control management capability. All changes to the solution shall be reported and approved by the state, be maintained in the Contractor's version control management solution, which shall be available to the Customer for review and audit as needed. This version control capability shall be centrally managed by the Contractor and have the capability to deploy all or portions of code, patches, and releases to all systems within scope.	X	

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#	Service, Function or Responsibility	Contractor	Client
	Config-015 Contractor shall provide a software configuration management Solution to store, control, and track instances (baselines during the construction lifecycle) of all software configuration items developed for solutions. Such baselines should be stored in the CMDB and be subject to Change control. Approved RFCs should require updates to Configuration Baselines.	X	
	Config-016 The Testing, training, staging, DR and production environments must be kept in synch to ensure testing and release integrity. Evidence of synchronization must be provided to Client through automated configuration management tools.	X	
	Config-017 Contractor is responsible for the network design and must provide network connection configuration, including a detailed cabling diagram for the network connections between Customer and Contractor data center locations. This design must be under change control and is the Contractors responsibility to keep up to date and current. Client has the right to request this network configuration for review		X
	Config-018 The Contractor shall have safeguards designed to ensure that the "Last Known good state" of configuration files and variables/parameters/settings are stored and saved for audit, verification and recovery.	X	
	Config-019 The Contractor shall deploy logging and monitoring that provides "Drift reporting" for monitoring changes to Configuration Items under management inclusive of applications and configuration file. This is to track and audit for changes that occur outside an approved Changes and existing Request For Change ticket within the Change Management system. The Contractor shall provide drift reports to Client upon request and during auditing.	X	
	Config-020 The Contractor shall maintain an up-to-date relationship/dependency map within the CMDB and make available to Client and other HSEP Vendors in real-time	X	
	Config-021 The following Configuration Management metrics shall be tracked and reported by the Contractor: - CMDB Accuracy ratio -- % CI's with erroneous data based upon quarterly audit	X	

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#	Service, Function or Responsibility	Contractor	Client
	- Number Incidents related to inaccurate CI information - Number Change failures related to inaccurate CI information The Contractor shall add KPIs to the above list, as requested by Client in support of the business and continuous improvement		

13. ESCALATIONS.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to escalations of the Managed Applications.

#	Service, Function or Responsibility	Contractor	Client
	When Priority 1/Priority 2 Incident occurs related to application maintenance, notification must be sent out within ~~first~~ 15 minutes of event	X	
	When Priority 1/Priority 2 Incident occurs related to hosting services, notification must be sent out within first 15 minutes of event		X
	Notify Security/Privacy Office within first 15 minutes of a Security related incident	X	
	Document internal escalation process	X	
	Document external escalation process	X	

14. EXECUTIVE COMMUNICATION OF HIGH IMPACT INCIDENTS.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to executive communications of high impact incidents impacting the vital business functions of the Managed Applications.

		Contractor	Client
	Generate the following notifications for all high priority incidents: Initial Notification, Update Notification(s) and Restored/Summary Notification	X	
	Send out initial notification communications for all high priority incidents within 15 minutes of classification of an Incident as a	X	

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		Contractor	Client
	Priority 1.		
	Adopt current template for all high priority incidents and work with Client to improve on a go forward basis	X	
	Document recipients of high impact communications		X
	Send executive summary notification after high priority incident has been resolved	X	

15.　CONTINUOUS IMPROVEMENT.

Contractor applies continual improvement mechanisms aimed at simplifying processes (eliminating redundancies, multiple approvals and verification steps), standardizing delivery models and practices, automating support and delivery activities and integrating our solution with system automation solutions as well as other service providers.

Contractor will leverage all existing processes and documentation acquired during the transition period as the starting point for going forward into steady state. Contractor will work with the Client and continue to improve upon these processes and documentation.

16.　EXIT PLAN.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to a transition-out-plan of the Managed Applications.

#	Service, Function or Responsibility	Contractor	Client
	SM-019 Upon termination of the contract, support the transition of all knowledge to Client or designated providers to ensure that operations and SLAs are not interrupted and Service consistency is maintained. The transition plan will be reviewed and approved by Client. From a Knowledge Management perspective, this would include, but not be limited to: • Processes, workflows, procedures, release notes, run books, scripts, knowledge articles • Applicable OS/software/application and device configurations and other documentation used to build and support the CLIENT hosted solution	X	

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#	Service, Function or Responsibility	Contractor	Client
	• Access to all admin accounts		
	• All license keys, documentation, vendor contacts, SSL Certificates		
	• Training presentations and documents		
	SM-020 Provide a Transition-Out Plan six months prior to production support contract expiration. The Plan will contain transition task descriptions, an organization chart, and job descriptions for all support staff.	X	

Section 7
HSEP/VHC Component Level Services

17.   APPLICATION COMPONENT LEVEL SERVICES

This Section describes certain application component level Services provided for the Managed Applications.

18.   SIEBEL SERVICES.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to the provision, staffing, operation, administration and management of the Siebel services support of the HSEP Managed Applications.

#	Service, Function or Responsibility	Contractor	Client
	• Provide installation and monitoring of all Siebel middleware and associated components: o Application Deployment Manager (ADM) o Assignment Manager o Batch Assignment o Triggers - administration o Enterprise Integration Manager (EIM) o Enterprise Architecture Integration (EAI) o Communication Manager o Siebel Remote (as needed) o Task UI o Workflow Management o Web Services o System Alert Notification o Event Logging o Siebel Server Management o iHelp o User Administration o Data Administration (Meta & User data)	X	
	Web, application and database servers – availability, maintainability and monitoring.	X	
	Ensure high availability and high reliability of the Siebel application by complying with the following Siebel administrative tasks: • Install/Configure and maintain following servers - gateway	X	

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#	Service, Function or Responsibility	Contractor	Client
	- siebel server - database server - web servers - BI Publisher • Configure and maintain the following: - Communication Server SMTP/POP3 - Workflow Monitor Agents - Email Manager - Communication templates for workflow - Workflow Policies and Actions		
	Maintain Dev, test and production environments in sync with the same Siebel version. Code migration from dev to test to prod/ across environments. - dev2prod. - Siebel Remote (as needed). - Siebel anywhere to push out srf and rox. - Handle issues with Transaction Processor, Merger and Router - Disaster recovery. - Support issues with HI Clients. - Support and apply Java upgrades. - Siebel High Interactive. - Resolve software issues on desktop impacts Siebel HI Client. Maintain/support the organizational structure of CLIENT in Siebel: - Organizations. - Divisions. - Positions. - Responsibilities. - Views. - Users/Employees.	X	
	Refresh Test with production data every 2 months or as needed.	X	
	Work with Tools developers on development/problems	X	
	Support Siebel Upgrades (Oracle mandate for version compliance)	X	
	Maintain middleware currency at vendor-recommended patch levels	X	
	Perform routine configuration resource maintenance of the middleware to support middleware changes and changes in the	X	

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#	Service, Function or Responsibility	Contractor	Client
	hosting Environments		
	Provide maintenance and support for middleware and supporting utilities and perform middleware system recovery	X	
	Perform controlled stops and restarts to middleware servers as needed	X	
	Monitor, test and apply Siebel patches/hot fixes as needed: • Unit & System test OneGate Objects • Conflict resolution (merge vs. over-write) of imported objects • Deployment across environments	X	

19. MDM & ACCESS INTEGRATION SERVICES.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to the installation, configuration and management of the MDM & Non-CLIENT Access Integration infrastructure components and their related interfaces which will enable the exchange of information both within the internal systems and with external partners.

The Contractor should ensure proper security and compliance to industry and Vermont standards. The vendor should support the usage, monitoring, troubleshooting, and performance of the MDM and Access Integration infrastructure. The vendor should participate in any required governance and change management processes.

#	Service, Function or Responsibility	Contractor	Client
	Provide, install, configure, and maintain the MDM and non-CLIENT Access Integration components (Siebel UCM, OEDQ, Oracle DB, Oracle Client, Oracle HTTPS Web Server, Java, Tomcat Application Server, SFTP, custom code and scripts) .	X	
	Ensure high availability and high reliability of the MDM and non-CLIENT Access Integration infrastructure	X	
	Manage and monitor availability, reliability, and performance of MDM and non-CLIENT Access Integration components to ensure SLA compliance	X	
	Maintain MDM and non-CLIENT Access Integration related software currency at vendor recommended patch levels.	X	
	Manage Environment instance configurations (DEV, TEST, UAT, DR, PRD, STG) with internal and external partners	X	

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#	Service, Function or Responsibility	Contractor	Client
	Conduct regular capacity planning of the MDM and non-CLIENT Access Integration related components in all environments and adjust infrastructure sizing as needed	X	
	Maintain the MDM and Access Integration related AIA/PIP composites including management of their source code, version control and deployment.	X	
	Ensure proper backups of all environments are being taken and perform MDM and/or non-CLIENT Access Integration system recovery if needed.	X	
	Ensure necessary cloud-side network configuration is maintained to prevent any interruptions in interface transmissions and allow continued connectivity for VHC and Access integration functionality for all environments.	X	
	Perform controlled stops and restarts to MDM and non-CLIENT Access Integration servers as needed.	X	
	Manage and enforce policies for authentication, encryption, and decryption of the MDM and Access Integration interface data. Audit data fields as required	X	
	Meet business performance requirements of throughput and capacity.	X	
	Participate in data governance activities and assist CLIENT personnel with same.	X	
	Troubleshoot and promptly resolve issues arising within the interfaces to and from MDM and the Access Integration related software components.	X	

20.   DBMS & CLUSTERWARE SERVICES.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to the installation, configuration, management of the DBMS and Cluster ware infrastructure. The vendor should ensure proper security and compliance. The vendor should manage and perform database level backup, restores, and replication to the DR site. The vendor should support the troubleshooting, monitoring and usage of the DBMS and Clusterware infrastructure. The vendor should participate in the governance and change management process. The list below details the DBMS and Clusterware M&O responsibilities.

#	Service, Function or Responsibility	Contractor	Client
	Perform controlled shutdowns and restarts as needed.	X	
	Provide, install, configure, and maintain DBMS, Clusterware and associated components	X	
	Maintain currency at vendor-recommended patch levels	X	
	Ensure high availability and high reliability of the DBMS and Clusterware infrastructure to help meet the requirement for uptime of the solution	X	
	Perform continuous logging and monitoring of the DBMS and Clusterware infrastructure	X	
	Manage and monitor Service Level Agreements(SLAs) which includes availability, reliability, throughput, and capacity	X	
	Perform ongoing monitoring and tuning of Clusterware, DBMS servers, and databases to meet business performance requirements	X	
	Manage database level backups to meet Client requirements and perform database restores as needed	X	
	Perform DBMS and Clusterware application level recovery as needed.	X	
	Manage and monitor database replication to the DR environment	X	
	Perform database failover and failback operations as part of scheduled and unscheduled DR events	X	
	Provide maintenance and support for DBMS, Clusterware and supporting utilities	X	
	Perform ETL and data migration operations	X	

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#	Service, Function or Responsibility	Contractor	Client
	Perform database/schema changes to support application and environment changes	X	
	Manage Environment instance configurations (DEV, TEST, UAT, DR, and PRD) with internal and external partners.	X	

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21. IDENTITY & ACCESS MANAGEMENT SERVICES.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to the installation, configuration, management of the IAM infrastructure, which will enable the management, authentication, and authorization of users. The vendor should ensure proper security and compliance to industry and Vermont standards. The vendor should support the troubleshooting, monitoring and usage of the IAM infrastructure. The vendor should participate in governance and change management process.

#	Service, Function or Responsibility	Contractor	Client
	Provide, install, configure, and maintain middleware and associated components. (OIM, OAM, OAAM, OVD, OUD, SOA Suite (for OIM), OEM, Web Logic Server, OHS)	X	
	Ensure high availability and high reliability of the IAM infrastructure	X	
	Maintain middleware currency at vendor-recommended patch levels	X	
	Perform routine configuration resource maintenance of the middleware to support middleware changes and changes in the Hosting Environments	X	
	Provide maintenance and support for middleware and supporting utilities and perform middleware system recovery.	X	
	Perform controlled stops and restarts to middleware servers as needed	X	
	IAM Monitoring: - Manage and monitor Service Level Agreements(SLAs) which includes availability, reliability, throughput, and capacity. - Logging and Monitoring of IAM Infrastructure(OIM, OAM, OAAM, SOA, OVD, OUD, load balancer, Weblogic, JVM, JDBC, JCA) with tools such as OEM and Splunk. - Monitor events in OIM for issues related to user registration and provisioning. - Runtime Service Usage Tracking, Monitoring, Alert Notifications, and Exception Management	X	

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#	Service, Function or Responsibility	Contractor	Client
	Performance: - Meet business performance requirements of throughput and capacity. - Conduct regular capacity planning of the IAM components in all environments and adjust infrastructure sizing as needed	X	
	Manage and control documentation on customizations and configuration changes of IAM components.	X	
	Manage and control code and files related to customizations and configuration changes of IAM components	X	
	Support and resolve issues elevated from BASU group for problems encountered using deployed capabilities of the IAM architecture (registration, provisioning, authentication, etc.)	X	
	Participate in maturity of IAM Governance, managed by the state of Vermont	X	
	Manage Environment instance configurations (DEV, TEST, UAT, DR, PRD) with internal and external partners	X	

22.   ENTERPRISE CONTENT MANAGEMENT SERVICES.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to the installation, configuration, management of the Enterprise Contact Management (ECM). The vendor should support the troubleshooting, monitoring and usage of the ECM infrastructure. The vendor should participate in governance and change management process.

#	Service, Function or Responsibility	Contractor	Client
	Provide, install, configure, maintain, and monitor availability, reliability, and performance of ECM components to ensure Service Level Agreement (SLA) compliance for OEM (WebCenter (WC) Suite, WC Capture, WC Recognition, WC Content, WC Capture Server, WC Recognition Server, Web Center Content Server, Web Logic Server, SFTP Server, Thunderhead (TH) Now (including Business Content Studio, Business Object Studio, and Job Manager Console), Database, SOA Connection and WebUI at vendor recommended patch levels to meet business performance	X	

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#	Service, Function or Responsibility	Contractor	Client
	requirements.		
	Ensure high availability and high reliability of the ECM infrastructure	X	
	Manage all environment instance configurations (DEV, TEST, UAT, DR, PRD, and STG) with internal and external partners.	X	
	Installation and configuration for scanners with Kofax drivers		X
	Meet business performance requirements of throughput and capacity	X	
	Security: • Manage and enforce policies for authentication, encryption, and decryption. • Perform WC user and role management including Federal Cloud access and CLIENT internal access. • Install, configure, and support one-way and two-way certificate based authentication. • Perform Message auditing.	X	
	ECM Monitoring: • Manage and monitor SLAs including availability, reliability, throughput, and capacity. • Perform logging and Monitoring of ECM Infrastructure. • Maintain the service composites. • Perform runtime Service Usage Tracking, Monitoring, Alert Notifications, and Exception Management. • Maintain Federal Cloud connectivity.	X	
	Error Logs for WC and TH maintained and reviewed.	X	
	Run and maintain the daily scripts to produce daily WC and TH reporting.	X	
	Support and resolve issues elevated from ADPC and BASU for problems encountered using deployed capabilities of ECM architecture (WC, provisioning, authentication, Fed Cloud access.)	X	
	Maintain ECM error log, perform reviews of logs and manage error log email-distribution list.	X	
	Perform failover and failback operations as part of scheduled and unscheduled DR events.	X	
	Perform schema changes to support application and environment changes.	X	
	Participate in maturity of ECM Governance, managed by the state of Vermont.	X	
	Provide maintenance and support for middleware and supporting utilities, perform middleware system recovery, and perform	X	

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#	Service, Function or Responsibility	Contractor	Client
	controlled stops and restarts to ECM servers as needed.		

Schedule 8
HSEP/VHC Service Levels

This Schedule sets forth the Service Levels that Contractor shall meet in performing the VHC Services with respect to the Managed Applications running in a production Environment. This Schedule also describes the methodology for calculating Service Level credits that shall be made available by Contractor to Client if Contractor fails to meet certain Service Levels. Any remedy provided in this Schedule for Contractor's failure to achieve a Service Level, including Service Level credits, shall be Client's sole and exclusive remedy for such failure.

To support these Service Levels, certain capabilities have to be installed. Commitment to Service Levels can commence only after these capabilities are fully operational. The capabilities include:

- Completion of all knowledge transfer activities per the contract between the incumbent vendor and Client.

- Implementation of a Ticket Management System to replace the current ticket management system.

- Implementation of performance monitoring tools as needed to support all agreed-upon Service Levels

- Over a 90-day period, establish a baseline set of metrics for various Service Levels (outlined below) that will be used to determine both the performance level as well as Service Credits.

1. **Service Levels**.

    1.1   **Availability**.

        (A)   **Duration - Period Monthly. SLA's will be defined, measured, captured and reported with no penalties and credits applied.**
        (B)

Availability:	
Type	Service Level
Commencement	TBD by Contractor and Client
Description	This Service Level measures the percentage of time that certain Vital Business Functions for the Managed Applications are Available in production during Total Base Minutes of Service each month

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Availability:	
Reporting Period	Monthly
Calculation	(Number of Total Base Minutes of Service minus ADTM during the applicable Measurement Period) divided by number of Total Base Minutes of Service during such Measurement Period, with the result expressed as a percentage.
	Total Base Minutes of Service means the number of Service Hours during the applicable Measurement Period x 60.
	Service Hours means the number of hours of Scheduled Availability during the applicable Measurement Period minus the number of hours during the applicable Measurement Period consisting of (1) Maintenance Windows, (2) Change Windows, (3) documented problems with Managed Applications that are not within Contractor's Scope of responsibility, as set forth in Schedule 2 (e.g., Client-managed DNS, networks, interfaces to Benaissance, FDSH, MMIS, etc.), (4) periods of time attributable to Client's failure to approve the installation of Contractor-recommended software patches or upgrades within one week of receipt of a Contractor-initiated Change Request, or (5) periods of time attributable to problems, issues, delays or slowness of the Internet or the User's network or equipment.
	Scheduled Availability means 24 x 7.
	Measurement Period means the applicable full calendar month.
	ADTM stands for "adjusted downtime minutes" and means the sum of all minutes of downtime during the Service Hours for all Vital Business Functions during the applicable Measurement Period, calculated by first determining, for each Vital Business Function, the product of the number of minutes that such Vital Business Function was not Available during the Service Hours during the applicable Measurement Period x the Weighting Factor for such Vital Business Function and then adding all such products together.
	Vital Business Function means a business function of the Managed Applications designated on Attachment A.
	Weighting Factor means, for a particular Vital Business Function, the percentage weighting factor designated for such Vital Business Function on Attachment A. The total of all Weighting Factors for all Vital Business Functions cannot exceed 100%.
Data Sources	Contractor's service management system, which maintains records of each Incident and ADTM resulting from each Incident.
Service Level Metric	Production – 99.9% Non-Production – 99.5%

1.2. Incident Management - Restoration.

A) Priority 1

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Restoration: Mean Time to Restore - Priority Level 1 Incidents	
Type	Service Level
Commencement	TBD by Contractor and Client
Description	This Service Level measures the Mean time to restore/repair – Priority 1 within 4 hours from the time the incident is discovered.
Reporting Period	Monthly
Calculation	Percentage of Priority Level 1 Incident Tickets opened during the applicable Measurement Period for which the Restoration Time within four hours divided by total number of Priority 1 incidents opened within specified timeframe
	Restored Service within 4 hours, 15 minute notification and every 30 minute update notification until resolved. Time frame begins immediately upon Contractor becoming aware of the incident until Client has accepted resolution.
	Measurement Period means the applicable full calendar month.
	Restoration Time means the time between the creation of the Priority Level 1 Incident Ticket and the completion of Restoration. Restoration Time shall not include (1) Maintenance Windows, (2) Change Windows, (3) documented problems with Managed Applications that are not within Contractor's Scope of responsibility, as set forth in <u>Schedule 2</u> (e.g., Client-managed DNS, networks, interfaces to Benaissance, FDSH, MMIS, etc.), (4) periods of time attributable to Client's failure to approve the installation of Contractor-recommended software patches or upgrades within one week of receipt of a Contractor-initiated Change Request, or (5) periods of time in which the applicable Availability: Managed Applications Service Level is not met.
Data Sources	Contractor's/State's service management system, which maintains a record of each Incident, including time of Ticket creation and time of Restoration.
Service Level Metric	95%

B) Priority 2

Restoration: Mean Time to Restore - Priority Level 2 Incidents	
Type	Service Level
Commencement	TBD by Contractor and Client
Description	This Service Level measures the Mean time to restore/repair – Priority 2 within 8 hours from the time the incident is discovered.
Reporting Period	Monthly

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Restoration: Mean Time to Restore - Priority Level 2 Incidents	
Calculation	Percentage of Priority Level 2 Incident Tickets opened during the applicable Measurement Period for which the Restoration Time within eight hours divided by total number of Priority 2 incidents opened within specified timeframe
	Restored Service within 8 hours, 1 hour notification and every 2 hour update notification until resolved. Time frame begins immediately upon Contractor becoming aware of the incident until Client has accepted resolution.
	Measurement Period means the applicable full calendar month.
	Restoration Time means the time between the creation of the Priority Level 2 Incident Ticket and the completion of Restoration. Restoration Time shall not include (1) Maintenance Windows, (2) Change Windows, (3) documented problems with Managed Applications that are not within Contractor's Scope of responsibility, as set forth in <u>Schedule 2</u> (e.g., Client-managed DNS, networks, interfaces to Benaissance, FDSH, MMIS, etc.), (4) periods of time attributable to Client's failure to approve the installation of Contractor-recommended software patches or upgrades within one week of receipt of a Contractor-initiated Change Request, or (5) periods of time in which the applicable Availability: Managed Applications Service Level is not met.
Data Sources	Contractor's/State's service management system, which maintains a record of each Incident, including time of Ticket creation and time of Restoration.
Service Level Metric	95%

C) Priority 3

Restoration: Mean Time to Restore - Priority Level 3 Incidents	
Type	Service Level
Commencement	TBD by Contractor and Client
Description	This Service Level measures the Mean time to restore/repair – Priority 3 within 5 business day's * from the time the incident is discovered.
Reporting Period	Monthly

Restoration: Mean Time to Restore - Priority Level 3 Incidents	
Calculation	Percentage of Priority Level 3 Incident Tickets opened during the applicable Measurement Period for which the Restoration Time within five business days divided by total number of Priority 3 incidents opened within specified timeframe
	(Restored Service within 5 business days, 4 hours notification/logging of incident and update notification every 2 business days until resolved. Time frame begins immediately upon Contractor becoming aware of the incident until Client has accepted resolution.
	Measurement Period means the applicable full calendar month.
	Restoration Time means the time between the creation of the Priority Level 3 Incident Ticket and the completion of Restoration. Restoration Time shall not include (1) waiting for client information, (2) waiting for State rep response , (3) waiting for third party/carrier response (4) periods of time attributable to Client's failure to approve the installation of Contractor-recommended software patches or upgrades within one week of receipt of a Contractor-initiated Change Request
Data Sources	Contractor's/State's service management system, which maintains a record of each Incident, including time of Ticket creation and time of Restoration.
Service Level Metric	95%

E) Priority 4

Restoration: Mean Time to Restore - Priority Level 4 Incidents	
Type	Service Level
Commencement	TBD by Contractor and Client
Description	This Service Level measures the Mean time to restore/repair – Priority 4 within 15 business days from the time the incident is discovered.
Reporting Period	Monthly

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Restoration: Mean Time to Restore - Priority Level 4 Incidents	
Calculation	Percentage of Priority Level 4 Incident Tickets opened during the applicable Measurement Period for which the Restoration Time within four hours divided by total number of Priority 4 incidents opened within specified timeframe
	Restored Service within 15 business days, 8 hours notification/logging of incident and update notification every 5 business days until resolved. Time frame begins immediately upon Contractor becoming aware of the incident until Client has accepted resolution.
	Measurement Period means the applicable full calendar month.
	Restoration Time means the time between the creation of the Priority Level 4 Incident Ticket and the completion of Restoration. Restoration Time shall not include (1) waiting for client information, (2) waiting for State rep response , (3) waiting for third party/carrier response (4) periods of time attributable to Client's failure to approve the installation of Contractor-recommended software patches or upgrades within one week of receipt of a Contractor-initiated Change Request
Data Sources	Contractor's/State's service management system, which maintains a record of each Incident, including time of Ticket creation and time of Restoration.
Service Level Metric	95%

1.2. Problem Management – Root Cause Analysis.

A) Priority 1

Root Cause: Time until Problem Identification- Priority Level 1 Problems	
Type	Service Level
Commencement	TBD by Contractor and Client
Description	This Service Level measures the Average time between first occurrence of an Incident (after it is closed) and identification\ mitigation of the underlying root cause and within 14 calendar days*
Reporting Period	Monthly

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Root Cause: Time until Problem Identification- Priority Level 1 Problems	
Calculation	Percentage of Problem tickets categorized as Priority 1 Tickets that have had underlying root cause identified or mitigated within 14 business days of the incident closure during the applicable Measurement Period divided by total number of Priority 1 problem tickets opened within specified timeframe **Measurement Period** means the applicable full calendar month. **Root cause Analysis Identified Time** means the time between the closure of the Priority Level 1 Incident Ticket and the identification of underlying root cause identified or mitigated. Root cause analysis Time shall not include (1) Inactive status timeframe –due to lack of business priority or reoccurrence, (2) Time related to Third party/carrier support, (3) documented problems with Managed Applications that are not within Contractor's Scope of responsibility, as set forth in <u>Schedule 2</u> (e.g., Client-managed DNS, networks, interfaces to Benaissance, FDSH, MMIS, etc.), (4) periods of time attributable to Client's failure to approve the installation of Contractor-recommended software patches or upgrades within one week of receipt of a Contractor-initiated Change Request
Data Sources	Contractor's/State's service management system, which maintains a record of each Incident, including time of Ticket creation and time of Restoration.
Service Level Metric	95%

A) Priority 2

Root Cause: Time until Problem Identification- Priority Level 2 Problems	
Type	Service Level
Commencement	TBD by Contractor and Client
Description	This Service Level measures the Average time between first occurrence of an Incident (after it is closed) and identification\ mitigation of the underlying root cause and within 24 calendar days*
Reporting Period	Monthly

Root Cause: Time until Problem Identification- Priority Level 2 Problems	
Calculation	Percentage of Problem tickets categorized as Priority 2 Tickets that have had underlying root cause identified or mitigated within 28 business days of the incident closure during the applicable Measurement Period divided by total number of Priority 2 problem tickets opened within specified timeframe **Measurement Period** means the applicable full calendar month. **Root cause Analysis Identified Time** means the time between the closure of the Priority Level 2 Incident Ticket and the identification of underlying root cause identified or mitigated. Root cause analysis Time shall not include (1) Inactive status timeframe-due to lack of business priority or reoccurrence, (2) Time related to Third party/carrier support, (3) documented problems with Managed Applications that are not within Contractor's Scope of responsibility, as set forth in <u>Schedule 2</u> (e.g., Client-managed DNS, networks, interfaces to Benaissance, FDSH, MMIS, etc.), (4) periods of time attributable to Client's failure to approve the installation of Contractor-recommended software patches or upgrades within one week of receipt of a Contractor-initiated Change Request
Data Sources	Contractor's/State's service management system, which maintains a record of each Incident, including time of Ticket creation and time of Restoration.
Service Level Metric	95%

A) Priority 3 and 4

Root Cause: Time until Problem Identification- Priority Level 3 and 4 Problems	
Type	Service Level
Commencement	TBD by Contractor and Client
Description	This Service Level measures the Average time between first occurrence of an Incident (after it is closed) and identification\ mitigation of the underlying root cause and within 60 calendar days*
Reporting Period	Monthly

Root Cause: Time until Problem Identification- Priority Level 3 and 4 Problems	
Calculation	Percentage of Problem tickets categorized as Priority 3 and 4 Tickets that have had underlying root cause identified or mitigated within 60 business days of the incident closure during the applicable Measurement Period divided by total number of Priority 3 and 4 problem tickets opened within specified timeframe **Measurement Period** means the applicable full calendar month. **Root cause Analysis Identified Time** means the time between the closure of the Priority Level 2 Incident Ticket and the identification of underlying root cause identified or mitigated. Root cause analysis Time shall not include (1) Inactive status timeframe - due to lack of business priority or reoccurrence, (2) Time related to Third party/carrier support, (3) documented problems with Managed Applications that are not within Contractor's Scope of responsibility, as set forth in <u>Schedule 2</u> (e.g., Client-managed DNS, networks, interfaces to Benaissance, FDSH, MMIS, etc.), (4) periods of time attributable to Client's failure to approve the installation of Contractor-recommended software patches or upgrades within one week of receipt of a Contractor-initiated Change Request
Data Sources	Contractor's/State's service management system, which maintains a record of each Incident, including time of Ticket creation and time of Restoration.
Service Level Metric	95%

**Section 9
HSEP Reports**

Contractor shall produce and provide to Client the reports set forth below with respect to the HSEP Services.

1.   MANAGEMENT

#	Report Name	Description	Frequency	Recipient(s)
1	Operational Business Report	▪ Contractor performance trends against Service Levels ▪ Actual User volumes by month ▪ Scheduling of new software releases ▪ Peak season readiness (as appropriate throughout the year) ▪ Status of active and proposed Enhancements, including the status of all Enhancement Requests ▪ Continuous Improvement report ▪ Documentation of accomplishments during the reporting period ▪ Status on all open issues not covered by Incident and Problem reports	Quarterly	Client Contract Executive Contractor Executive

OPERATIONAL

#	Report Name	Description	Frequency	Recipient
1	Monthly Service Level Report	Report on Contractor's compliance with Service Levels during the previous month.	Monthly	Client Contract Executive Client Contract Manager Contractor Service Delivery Managers
2	Managed Application Version Report	Specifies the currency of each Managed Application version that is being used.	Quarterly	Client Contract Manager

#	Report Name	Description	Frequency	Recipient
3	Change Management Report	• List of Change Requests related to the HSEP Services submitted in prior week and status of each such Change Request • Report on all change-related Incidents during the reporting period	Weekly	Client Contract Manager
4	Incident Management Report	Description of Incidents that have occurred in prior week/month, status and Priority Level and whether escalated to Client.	Weekly and Monthly	Client Contract Manager
5	Problem Management Report	Description of open Problems, status and Priority level; progress towards root cause analysis.	Weekly and Monthly	Client Contract Manager
6	Immediate Priority Level 1/Priority Level 2 Notifications	• Notification of any Ticket opened as Priority Level 1 or Priority Level 2 • E-mail message to designated distribution	Upon Ticket open	Client Contract Manager Contractor Service Delivery Managers Other designated persons
7	Watch Report	• Descriptions of all Priority Level 1 and Priority Level 2 Tickets opened/closed in the past 24 hours, grouped by condition and Priority Level • E-mail message to designated distribution	Daily	Client Contract Manager Service Delivery Managers
8	Enhancement Services Status Report	Data includes Enhancement Request date and time created and closed, status of budget, deadline, scope, benefit, and quality.	Monthly	Client Contract Manager

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Appendix

Figure 1 - In Scope HSEP Managed Applications

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Figure 2 - In Scope HSEP Managed Applications

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Figure 3 - In Scope HSEP Managed Applications
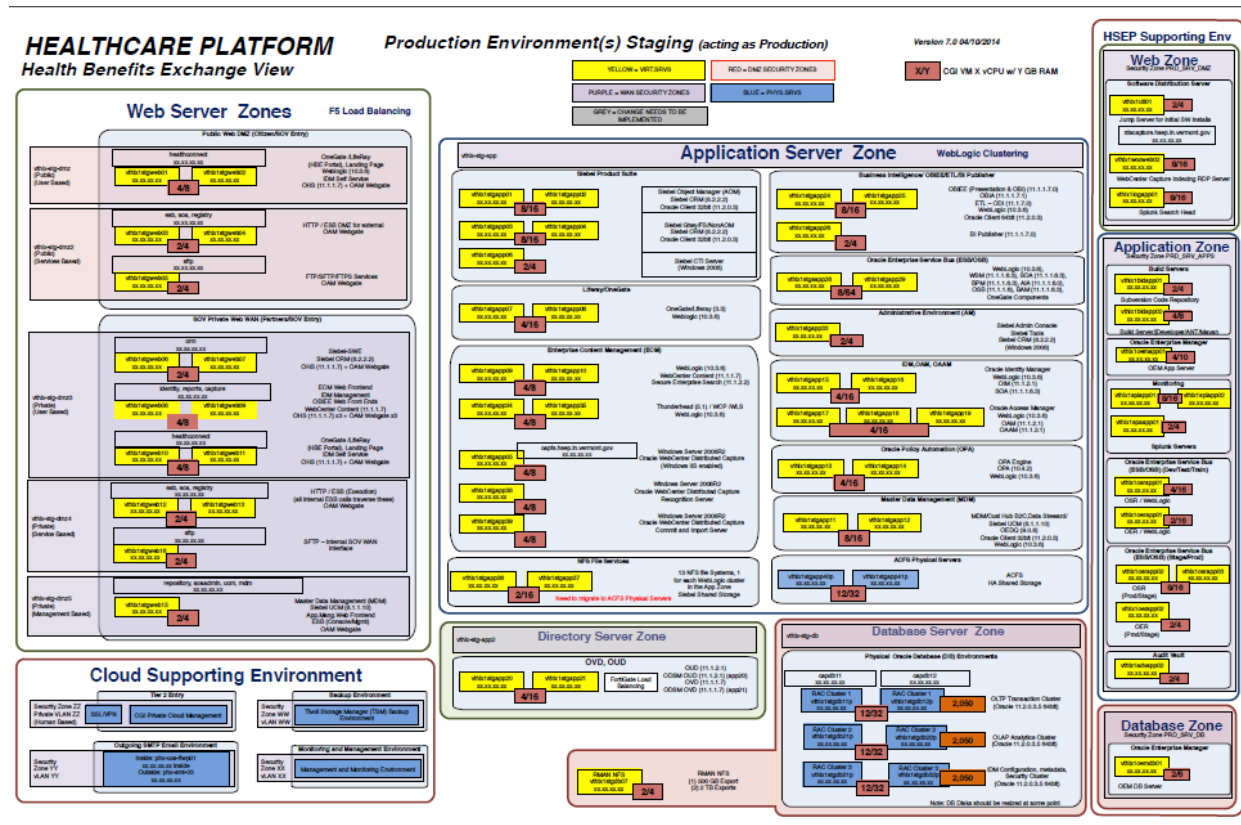
Figure 4 - In Scope HSEP Managed Applications

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Figure 5 - In Scope HSEP Managed Applications

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AMENDMENT TO PERSONAL SERVICES CONTRACT
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Figure 6 - In Scope HSEP Managed Applications

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Figure 7- In Scope HSEP Managed Applications